



## **REGULAR BOARD MEETING**

**Monday, April 25, 2022**

**7:00 PM**

**Educational Support Center  
Board Meeting Room  
3600-52<sup>nd</sup> Street  
Kenosha, Wisconsin**

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Regular Board Meeting  
Monday, April 25, 2022  
Educational Support Center  
3600 52nd St.  
Kenosha, WI 53144  
7:00 PM

I. Pledge of Allegiance	
II. Roll Call of Members	
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**Kenosha Unified School District**  
**Kenosha, WI**  
**April 25, 2022**

**The Office of Human Resources recommends the following actions:**

<b>ACTION</b>	<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SCHOOL/DEPT</b>	<b>POSITION</b>	<b>STAFF</b>	<b>DATE</b>	<b>FTE</b>
Appointment	Daniel-Smith	Zhavar	Pleasant Prairie Elementary School	Night Custodian - Second Shift	Facilities	04/01/2022	1
Appointment	Espinosa	Alejandra	Mahone Middle School	Night Custodian - Second Shift	Facilities	03/09/2022	1
Appointment	Haim	Lea	Dimensions of Learning	Administrative Support (10 MO)	ASP	03/25/2022	1
Appointment	Moreland	Steven	Kenosha E-School	Administrative Support (10 MO)	ASP	04/08/2022	1
Appointment	Parise	Michael V.	Mahone Middle School	Night Custodian - Second Shift	Facilities	04/11/2022	1
Appointment	Tenuta	Aldo	Grewenow/Forest Park Elementary Schools	Night Custodian - Second Shift	Facilities	02/28/2022	1
Appointment	Teschler	Nicholas	Brass Community School	Night Custodian - Second Shift	Facilities	04/06/2022	1
Resignation	Balma	Scott	Jeffery Elementary School	Custodian	Facilities	04/08/2022	1
Resignation	Cairo	Kelli	Indian Trail HS & Academy	Business	Instructional	04/08/2022	1
Resignation	Delgado	Arcelia	Tremper High School	Administrative Support (12 MO)	ASP	04/21/2022	1
Resignation	Dorst	Christian	Lance Middle School	Science	Instructional	06/09/2022	1
Resignation	Evans	Karen	McKinley Elementary School	Kindergarten	Instructional	06/09/2022	1
Resignation	Fieldler	Allison	Somers Elementary School	Kindergarten	Instructional	03/15/2022	1
Resignation	Froh	Melissa	Hillcrest School	Special Education	ESP	03/21/2022	1
Resignation	Hicks	Mark	KTEC East	Math	Instructional	06/09/2022	1
Resignation	Huissen	Kenneth	Harborside Academy	Cross Categorical	Instructional	07/25/2022	1
Resignation	Kasprzak	Corina	Reuther Central High School	Math	Instructional	03/21/2022	1
Resignation	Kramer	Jacob	Information Services	Technology Support Technician	AST	05/06/2022	1
Resignation	Lee	Latrenda	Jefferson Elementary School	Administrative Specialist (10 MO)	ASP	04/06/2022	1
Resignation	Lietzke	Sheila	Bradford High School	Clerical	ESP	04/08/2022	1
Resignation	Loewen	Jake	Information Services	Technology Support Technician	AST	04/08/2022	1
Resignation	Marcelain	Rebekah	Lance Middle School	Special Education	ESP	04/08/2022	1
Resignation	Piehler	Austin	Lance Middle School	Special Education	ESP	03/18/2022	1
Resignation	Robaidek	Irene	McKinley Elementary School	Kindergarten	Instructional	03/24/2022	1
Resignation	Tommy	Ann	Mahone Middle School	English	Instructional	03/30/2022	1
Resignation	Viriden	Kailin	Jeffery Elementary School	C.D.S.	Instructional	06/09/2022	1
Resignation	Whitley	Wendy	Washington Middle School	SEL Intervention Specialist	Instructional	04/08/2022	1
Resignation	Wright	Ernest	Brass Community School	Night Custodian - Second Shift	Facilities	03/25/2022	1
Retirement	Bonnar	Laurie	Reuther Central High School	Social Worker	Instructional	09/21/2022	1

**Kenosha Unified School District**  
**Kenosha, WI**  
**April 25, 2022**

**The Office of Human Resources recommends the following actions:**

Retirement	Iwen	Linda	Prairie Lane Elementary School	Virtual Grade 4/5	Instructional	06/09/2022	1
Retirement	Kanetzke	Lorie	Somers Elementary School	Grade 2	Instructional	06/09/2022	1
Retirement	Leiting	Wanda	Frank Elementary School	Library Media Specialist	Instructional	06/09/2022	1
Retirement	McDonald	Scott	Somers Elementary School	Grade 3	Instructional	06/09/2022	1
Retirement	Perugini	Joan Renee	Forest Park Elementary School	Grade 2	Instructional	06/09/2022	1
Retirement	Shuppert	Deborah	Student Support/Guidance	Guidance	Instructional	06/09/2022	1
Retirement	Vergenz	Brian	Lance Middle School	Head Custodian	Facilities	07/05/2022	1
Retirement	Walsh	Kathleen	Jefferson Elementary School	Elementary Principal	AST	06/30/2022	1

SPECIAL MEETING & EXECUTIVE SESSION  
OF THE KENOSHA UNIFIED SCHOOL BOARD  
HELD MARCH 22, 2022

A special meeting of the Kenosha Unified School Board was held virtually on Tuesday, March 22, 2022, via the Google Meet platform. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:31 P.M. with the following members present: Mr. Price, Mr. Garcia, Mr. Battle, Ms. Stevens, Mrs. Modder, and Ms. Adams. Dr. Ormseth was also present. Ms. Robinson arrived later.

Ms. Adams, 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.

Ms. Adams announced that an executive session had been scheduled to follow this special meeting for the purposes of Reviewing Findings/Order by Independent Hearing Officer, Items Relating to Students Requiring Confidentiality by Law, Litigation, and Personnel: Employment Relationship, Problems, Position Assignments and Evaluation Consideration.

Mrs. Modder moved that the executive session be held. Mr. Price seconded the motion.

Roll call vote. Ayes: Mr. Price, Mr. Garcia, Mr. Battle, Ms. Stevens, Mrs. Modder, and Ms. Adams. Noes: None. Unanimously approved.

1. Litigation and Employment Relationship

Attorney Tess O'Brien-Heinzen from Boardman & Clark LLP arrived at 5:34 P.M. and updated board members on an employment relationship issue.

Ms. Robinson arrived at 5:42 P.M.

Attorney O'Brien-Heinzen departed the meeting at 5:54 P.M.

2. Litigation

Dr. Ormseth updated board members on a potential litigation matter.

3. Evaluation Consideration

Discussion took place regarding Dr. Ormseth's evaluation.

4. Personnel Problems

Mr. Kevin Neir, Interim Chief of Human Resources, arrived at 6:21 P.M. Dr. Ormseth and Mr. Neir updated board members on employee relations cases.

Mr. Neir departed the meeting at 6:25 P.M.

5. Reviewing Findings/Order by Independent Hearing Officer and Items Relating to Students Requiring Confidentiality by Law

Mr. Anthony Casper, Principal at Kenosha eSchool, arrived at 6:25 P.M. and presented board members with information pertaining to three expulsions and a recommendation of reinstatement for an out of district expulsion.

Dr. Ormseth and Mr. Casper departed the meeting at 6:43 P.M.

Mrs. Modder moved to approve the recommendation of the hearing officer with the addition that the student shall not have any contact with the victim in regards to the first expulsion. Ms. Stevens seconded the motion. Unanimously approved.

Ms. Stevens moved to approve the recommendation of the administrative review committee in regards to the second expulsion. Mr. Price seconded the motion. Unanimously approved.

Mrs. Modder moved to approve the recommendation of the hearing officer in regards to the third expulsion. Ms. Stevens seconded the motion. Unanimously approved.

Mrs. Modder moved to approve administration's recommendation for reinstatement of the out of district expulsion. Ms. Stevens seconded the motion. Unanimously approved.

Meeting adjourned at 6:49 P.M.

Stacy Stephens  
School Board Secretary



REGULAR MEETING OF  
THE KENOSHA UNIFIED SCHOOL BOARD  
HELD MARCH 22, 2022

A regular meeting of the Kenosha Unified School Board was held virtually on Tuesday, March 22, 2022, via the Google Meet platform at 7:00 P.M. Ms. Adams, President, presided.

The meeting was called to order at 7:01 P.M. with the following Board members present: Mr. Price, Mr. Garcia, Mr. Battle, Ms. Stevens, Mrs. Modder, Ms. Robinson, and Ms. Adams. Dr. Ormseth was also present.

Ms. Adams, 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.

Mr. Price introduced the student ambassador, Conan Le from LakeView Technology Academy, and he made his comments.

Mrs. Tanya Ruder, Chief Communications Officer, presented the Elementary Black History Bee Awards, the Elementary Black History Writing Awards, the Elementary Black History Art Contest Awards, and the DECA International Career and Development Conference Competition Awards.

There were no Administrative or Supervisory appointments.

Dr. Ormseth presented the Superintendent's Report.

There was no legislative report.

Views and comments were made by the public.

Remarks by the President were made by Ms. Adams.

Board members considered the following Consent-Approve items:

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

Consent-Approve item X-B – Minutes of the 2/22/22 Special Meeting and Executive Session, 2/22/22 Regular Meeting, and 3/15/22 Special Meeting.

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

“It is recommended that the February 2022 cash receipt deposits totaling \$219,229.13, and cash receipt wire transfers-in totaling \$26,450,179.42, be approved.

Check numbers 609713 through 610644 (net of voided batches) totaling \$5,070,786.43, and general operating wire transfers-out totaling \$3,897,304.07, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the February 2022 net payroll and benefit EFT batches totaling \$16,236,926.27, and net payroll check batches totaling \$10,729.81, be approved.”

Ms. Stevens moved to approve the consent agenda as presented. Mrs. Modder seconded the motion. Unanimously approved.

Dr. Ormseth introduced the Better Together 2021-22 Plan (monthly agenda item) submitted by Mr. William Haithcock, Interim Chief of School Leadership; and Dr. Ormseth, excerpts follow:

“On June 15, 2021, the board approved the following motion during a special board meeting:

“Mr. Battle moved to approve the updated version (June 15, 2021 – 3 p.m.) of the Better Together 2021-2022 Plan with face coverings/masks as optional for all students and staff starting June 16, 2021 and the removal of Administrative Regulation 4229 – Employee Face Coverings and Scrubs. Ms. Stevens seconded the motion. Unanimously approved.”

No board action was taken at the July 27, 2021 regular board meeting.

The board approved updates to the 2021-22 Better Together Plan at the August 26, 2021 regular board meeting.

The board approved updates to the 2021-22 Better Together Plan at the September 28, 2021 regular board meeting.

No board action was taken at the October 26, 2021 regular board meeting.

The board approved updates to the 2021-22 Better Together Plan at the November 16, 2021 regular board meeting.

No board action was taken at the December 14, 2021 regular board meeting.

The board approved updates to the 2021-22 Better Together Plan at the January 25, 2022 regular board meeting.

The board approved updates to the 2021-22 Better Together Plan at the February 22, 2022 regular board meeting.

Administration recommends that the School Board approve the changes outlined in Attachment A. and remove the Better Together Plan as a regular board meeting standing agenda item.”

Ms. Stevens moved to approve the changes to the Better Together Plan outlined in Attachment A and remove the Better Together Plan as a regular board meeting standing agenda item. Ms. Robinson seconded the motion. Unanimously approved.

Dr. Ormseth presented the Negotiations with the Kenosha Education Association for the 2022-2023 Collective Bargaining Agreement and Base Wage Increase for Employee Groups Other Than Teachers submitted by Mr. Kevin Neir, Interim Chief Human Resources Officer; Mr. Hamdan; and Dr. Ormseth, excerpts follow:

“On March 2, 2022, the District’s and Kenosha Education Association’s negotiations teams met to exchange initial bargaining proposals and reached a tentative agreement of a base wage increase of 4.70 percent effective July 1, 2022, which will be distributed across the board to the members of the bargaining unit represented by the Kenosha Education Association. The collective bargaining agreement shall be in effect July 1, 2022 through June 30, 2023. The KEA indicated a ratification vote would take place prior to the March 22, 2022, regular school board meeting.

This same base wage increase is being recommended for all regular full-time equivalent employees in all other employee groups effective July 1, 2022.

Contingent on ratification by the Kenosha Education Association, Administration recommends the Board ratify the attached 2022-2023 collective bargaining agreement, which results in a total base wage increase of 4.70 percent across the board effective July 1, 2022 through June 30, 2023.

Administration also recommends the board approve a total base wage increase of 4.70 percent across the board to be effective July 1, 2022 for all regular full-time equivalent employees not represented by the Kenosha Education Association.”

Ms. Stevens moved to ratify the attached 2022-2023 collective bargaining agreement effective July 1, 2022 through June 30, 2023 and approve a total base wage increase of 4.70 percent across the board to be effective July 1, 2022 for all regular full-time equivalent employees not represented by the Kenosha Education Association. Mr. Price seconded the motion. Motion passed. Mr. Battle abstaining.

Dr. Ormseth presented the Level/Tier Advancement for All Employee Groups submitted by Mr. Neir, Mr. Hamdan, and Dr. Ormseth, excerpts follow:

“In 2016, the Board approved a new teacher salary structure that has levels and tiers built in with the understanding that movement on the structure occurs upon Board approval. In 2018, the Board approved structures for regular full-time equivalent hourly employees that mimic the teacher salary structure and contain levels that also must be approved annually. The administrative, supervisory and technical salary structure remained unchanged, but also contains steps that require Board approval for implementation.

Administration recommends that the Board implement the following for the 2022-23 year:

- Level advancements for all regular full-time equivalent employees (i.e. administrative support professionals; administrative, supervisory and technical; community and student support; educational support professionals; facilities; food services; interpreters; and teachers).

- Tier movements for teachers who turn in the required documentation to the Office of Human Resources on or before July 31, 2022.”

Ms. Stevens moved to approve level advancements for all regular full-time equivalent employees (i.e. administrative support professionals; administrative, supervisory and technical; community and student support; educational support professionals; facilities; food services; interpreters; and teachers) and tier movements for teachers who turn in the required documentation to the Office of Human Resources on or before July 31, 2022. Mr. Price seconded the motion. Motion passed. Mr. Battle abstaining.

Dr. Ormseth presented the Head Start Federal Grant Request submitted by Ms. Luanne Rohde, Director of Early Education; Mr. Martin Pitts, Regional Coordinator of Leadership and Learning; Mr. Haithcock; and Dr. Ormseth, excerpts follow:

“Approval from the Board of Education is requested to submit and implement the Head Start Federal Grant for the 2022-2023 school year. The funding for this grant is \$2,325,040 for Head Start Operations. 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, 2022. 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.

There are no changes in service locations for the 2022-2023 school year. Head Start is requiring 45% of enrollment to be full day. In order to meet those requirements five locations will provide a full day option.

The results of Head Start’s annual self-assessment from January 2022 identified the need to strengthen the health systems. Through a data review with the Head Start Management Team, and collaboration with the Head Start Health Services Advisory Council and Head Start Policy Council, it was decided to update the Head Start enrollment process to include more health education for families. During enrollment, families will receive information on the health requirements for the Head Start program and information on who they can contact and/or where they can go to meet those requirements. In addition, as soon as families register, the Head Start Enrollment Coordinator will collaborate with the Head Start Health Coordinator to support registered families to complete program health requirements before their child is enrolled in the program. It is the goal of the new health support system to ensure that families have met our program health requirements by the time their child is enrolled in Head Start.

Administration recommends that the school board approve the 2022-2023 Head Start Federal Grant.”

Ms. Stevens moved to approve the 2022-2023 Head Start Federal Grant. Mrs. Modder seconded the motion. Unanimously approved.

Dr. Ormseth presented the Request to Submit and Implement the Project Lead the Way (PLTW) Gateway Ardagh-Group Grant submitted by Ms. Gina Greil, Interim Principal at The Brompton School; Mr. Pitts; Mr. Haithcock; and Dr. Ormseth, excerpts follow:

“Project Lead The Way (through the Ardagh-Group) is offering a generous amount of funding to middle schools in our area to implement a new PLTW-Gateway program. The grant money will cover all training costs as well as all required equipment to start the program. The Brompton School is seeking to apply for a grant in the amount of \$30,000 over a two-year period.

The PLTW Grant will focus on the following priorities and goals:

- Expand course offerings at The Brompton School to offer a STEM Based curriculum, where students are empowered to lead their own discovery. Currently the comprehensive middle schools and KTEC offer STEM courses for their students. With the growing need for 21st century job skills, it is important that we give our students this opportunity as well.
- Introduce students to 21st century technology and 21st century skills.
- Provide teachers professional development that immerses them into a hands-on, collaborative learning environment that challenges them to look at their classrooms in a new way.

This grant opportunity is designed to support The Brompton School’s implementation of a new PLTW Launch curriculum. This will include at least 2 new course offerings for each year of implementation.

Administration recommends that the school board approve the request from The Brompton School for submission and implementation of the PLTW-Gateway grant in the amount of \$30,000 (\$15,000 year 1 and \$15,000 year 2) by The Brompton School.”

Ms. Stevens moved to approve the request from The Brompton School for submission and implementation of the PLTW-Gateway grant in the amount of \$30,000 (\$15,000 year 1 and \$15,000 year 2) by The Brompton School. Ms. Robinson seconded the motion. Unanimously approved.

Dr. Ormseth presented the Report of Contract in Aggregate of \$50,000 submitted by Mr. Robert Hofer, Purchasing Agent; Mr. Hamdan; and Dr. Ormseth, excerpts follow:

“School Board Policy 3420 requires that “all contracts and renewals of contracts in aggregate of \$50,000 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 following contract/agreement has not been added to the Contract Management Database and is being presented for board approval: CliftonLarsenAllen, LLP in the amount of \$53,550 for annual audit services for three years with the option for another two years.

Administration recommends that the School Board approve the proposed contract with CliftonLarsenAllen, LLP.”

Mr. Battle moved approve the contract with CliftonLarsenAllen, LLP. Ms. Stevens seconded the motion. Unanimously approved.

Mrs. Julie Housaman, Chief Academic Officer, and Mrs. Susan Mirsky, Coordinator of English Language Arts, presented the Adoption of Instructional Materials for Elementary Small Group Instruction submitted by Mrs. Housaman, Mrs. Mirsky, and Dr. Ormseth, excerpts follow:

“The Kenosha Unified School District Board of Education adopted Policy 6300, Curriculum Development and Improvement, which provides a timetable for the adoption of new curricular resources for each content area. Per the expectations stated for Phases 2 and 3 in the policy, the Selection and Field Test Teacher Teams, under the guidance of the coordinator of English language arts, met from January 2021 through February 2022 to complete the curriculum cycle for the selection of Elementary Small Group Reading instructional materials (Appendix A).

Kenosha Unified School District Elementary teachers believe that all students must have a variety of literacy opportunities in order to develop reading skills. Literacy opportunities are incorporated within whole group, small group, and individualized instruction. Small group instruction provides differentiated learning experiences that are at the student’s reading level. The materials for small group instruction must include rich texts and tasks that promote reading accuracy and deep understanding and texts at a variety of levels that match the learning needs of students.

This request to adopt and purchase elementary materials for small group instruction aligns with Phase 3 of the Curriculum Development Cycle in Kenosha Unified School District Board of Education Policy 6300: Curriculum Development and Improvement (Appendix B).

The instructional materials review process began in November 2020 with a Request for Purchase, resulting in nine responses from publishers. Based on the content of the proposals, seven programs were selected for an initial review, which was conducted January 2021 through March, 2021. The Selection Team analyzed feedback from teachers and principals and designed a rubric based on the analysis.

Two programs were found to meet all of the criteria and were moved forward in the process for in-depth review. Prior to the end of the 2020-2021 school year, the coordinator of literacy reached out to elementary principals to select a teacher from their building to serve on the Field Test Team. The Field Test Team instructed small group reading instruction using the two programs September, 2021 through January, 2022. Field Test team members used the rubric designed by the selection team to evaluate each resource (Appendix C). Information regarding resources from both finalists were made available to the public electronically from January 24, 2022 through February 4, 2022. Instructional staff, members of the Curriculum/Program Standing Committee, and community members were invited, via the Kenosha Unified School District media outlets to review the materials and provide feedback (Appendix D). After the community review period was complete, the team reviewed the feedback collected from the community and Field Test Team. A consensus process was used to make the final selection. As a result of the in-depth review process, which totals many hours of review, analysis and instruction, Literacy Footprints was selected as the primary resource for small group instruction. Fountas and Pinnell Classroom materials will be purchased to supplement in grades 3 and 5. Feedback from teachers and the community indicated the rich

texts and variety of levels offered by Fountas and Pinnell Classroom at these levels would be beneficial additions to Literacy Footprints. Additionally, decodable readers, Dandelion Readers, were recommended for purchase for Kindergarten and Grade 1. These texts are needed for students learning letter names and sounds. Literacy Footprints (as well as Fountas and Pinnell Classroom) begin with level A and there are students across our district who need a more basic level of text to support their reading skill development. These combined resources equip teachers with the materials necessary to fully implement the Common Core State Standards for Foundational Reading Skills in a manner that is coherent, engaging, and accessible to all learners.

The Pioneer Valley and Heinemann materials provide an ideal combination of print materials and dynamic digital resources. The materials provide texts in a variety of genres and have a balance of fiction and nonfiction texts. Additionally, student responses have indicated the topics and characters in the texts are engaging.

Purchase of the resources will allow teachers to access the materials before leaving for the summer. Training will be provided to all classroom teachers, special education teachers and teachers of English as a Second Language. Teachers will attend one six-hour session on the date of their choice. As part of the Implementation Plan, each school will select a Lead Teacher for Small Group instruction. This cadre works with the Literacy Office to support teachers with implementing the adopted materials.

Elementary teachers will begin Phase 4 of the curriculum development process in September 2022. Throughout the school year, the Literacy Coordinator will work with lead teachers, instructional coaches, and principals to monitor the impact of the new instructional resources.

Administration recommends that the Board of Education grant approval to purchase secondary English curriculum materials as outlined in the chart on page 3 of this report including Appendices, showing an estimated purchase cost of \$1,112,375 for materials and \$61,480 for teacher training.”

Ms. Stevens moved to approve the purchase of the secondary English curriculum materials as outlined in the chart on page 3 of this report including Appendices, showing an estimated purchase cost of \$1,112,375 for materials and \$61,480 for teacher training. Ms. Robinson seconded the motion. Unanimously approved.

Mr. Neir presented the Employee Handbook: Revision 2022-2023 submitted by himself and Dr. Orsmseth, excerpts follow:

“The 2022-2023 Employee Handbook is the eighth edition. The handbook revisions noted are clarification on current language, grammatical and formatting corrections, and alignment with current policy.

After an initial review by the Human Resources team of the 2021-22 Employee Handbook for necessary corrections and updates, the proposed revisions were provided to all District employees for feedback via a Google Survey. The feedback was evaluated by the Human Resources and Leadership teams and applicable corrections and updates made to the document

Administration recommends the Board of Education approve the 2022-23 Employee Handbook with the suggested changes and/or additions.”

Mr. Battle moved to approve the 2022-23 Employee Handbook with the suggested changes and/or additions. Mr. Garcia seconded the motion. Unanimously approved.

Mr. Kristopher Keckler, Chief Information Officer, present the KUSD Employee Engagement Survey Summary submitted by Mrs. Laura Sawyer, Research Analyst, Mr. Keckler and Dr. Ormseth, excerpts follow:

“In the Fall of 2021, Kenosha Unified implemented an annual organizational survey related to employee engagement. This survey was delivered by the Studer Education Group. KUSD has a series of projects that the Studer Education Group supports, including the parent and student surveys for School Leadership. The Studer Education Group supports school districts and higher education institutions with improving leadership practices and employee engagement services. KUSD has realized an increase in survey participation over each prior year, with the current survey reaching nearly 60% staff participation.

The survey was comprised of nineteen select response questions. For the select response portion, the first ten questions related to the perceptions of how a principal/supervisor supports the work environment. Four questions asked about how the district overall supports the work environment. There were four questions about the communication practices from the district, and then a final question about the cleanliness of the working environment. The scores referenced below are based on a 5.0 Likert scale, with a point distribution assigned for each response. The responses were averaged to obtain the mean score and provided in the Appendix A. The “Top Box” percentage referred to in the report is determined by the number of responses that selected the highest option of “Strongly Agree”.

The areas with the lowest mean scores were related to the effective management of finances (2.97), making decisions in the best interest of the district (3.09), open and honest communication (3.10), supporting honest two-way communication (3.21), and an environment that supports idea sharing (3.29). Though these were noted as the statements with the lowest overall scores for KUSD, they still achieved an approximate “Neutral” level on the scale score. None of these five statements achieved a “Top Box” value beyond the single digits, with the survey responders nearly evenly split on their level of agreement or disagreement.

KUSD staff noted high scores for principal and supervisory support, including demonstrating general concern (3.96), providing quality resources necessary to their job (3.89), and setting clear expectations on job performance (3.71). Principals and supervisors also provided the support recognizing good performance (3.72). Staff also rated principal and supervisory support with a high score when asked their opinion on the usage of available funds (3.74).

The area KUSD made the largest increase (0.70) from Fall 2020 to Fall 2021 was with the district making informed decisions based on the best interest of the district. Staff also had gains in recommending the district for his or her child as a parent from 3.01 in 2020 to 3.41 in 2022 (0.40). All other categories realized an increase or decrease of 0.03 of change year over year.



Approximately 25% - 40% of responders selected “Strongly Agree” for each of these areas. According to Studer, research suggests that the top box designation suggests a difference in loyalty and satisfaction, and that the top box score provides more focused data to better understand employee engagement and loyalty. This is an informational report.”

Mr. Keckler presented the Proposed Changes to the 2022-23 KUSD Instructional Calendar submitted by Mrs. Housaman, Mr. Haithcock, Mr. Keckler, and Dr. Ormseth, excerpts follow:

“In the spring of 2021, the KUSD School Board approved the KUSD Instructional Calendars for the 2022-23 school year. With subsequent review from multiple departments, the proposed changes will help assist with a more efficient use of professional learning opportunities in relation to testing windows and to align position work schedules. The Teaching and Learning Department held various planning sessions with different departments and School Leadership. Feedback and suggestions from these meetings allow for better alignment for when school staff can work with data timeline distributions and subsequent intervention and support periods within the instructional calendar. All respective school calendars governed by the Wisconsin state legislative minute requirement will still meet their expectations as well as the current board policy for establishing a surplus to meet the equivalent of two full instructional days.

Any board-approved changes will generate new calendars, posted online, and shared with all school buildings, staff, and parents.

Administration recommends that the School Board approve the proposed adjustments to the 2022-23 KUSD Instructional Calendar at the March 22, 2022, regular School Board meeting.”

Ms. Stevens moved to approve the proposed adjustments to the 2022-23 KUSD Instructional Calendar. Ms. Robinson seconded the motion. Unanimously approved.

Mr. Keckler presented the School Year 2023-24 Instructional Calendars submitted by Mrs. Housaman, Mr. Haithcock, Mr. Keckler, and Dr. Ormseth, excerpts follow:

“The proposed 2023-2024 instructional calendars continue the current organizational model, and align to state requirements with consideration to previous survey data from parents and staff. The majority of optional calendar items remain consistent, with a recent change to have three full days off for the Thanksgiving Break, and a potential to have the scheduled half day Friday prior to Memorial Day off as a full day if there are a surplus of minutes by mid-Spring.

The existing Wisconsin state requirements stipulate that elementary schools must meet a minimum of 63,000 minutes (1,050 hours) of instruction. Secondary schools have a requirement of 68,220 minutes (1,137 hours). The proposed calendars meet those requirements for the respective schools and include enough minutes for the equivalent of two full instructional days to cover any potential school cancellations, per Board policy.

It is important to understand that teachers’ compensation is not dependent upon any days “built in” to the calendar. A teacher’s contract for employment with the District does not specify workdays in a school year. In the event not all “built in” days (e.g. inclement weather

days) are used, teachers are not forwarded any additional wages for those unused days. Similarly, if those days are used pay is not deducted from the teacher. Under the Fair Labor Standards Act ("FLSA"), teachers are classified as salaried exempt employees and therefore are not entitled to overtime pay under the law. More importantly, teachers are salaried employees and not hourly employees. Therefore, since teachers are salaried employees and not hourly employees the District would not charge/ owe teachers hour for-hour for any "built in" days.

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

At this time, the Department of Public Instruction has not finalized the vendor contract or identified the date of the spring 2024 assessment for Grade 11. Similar to recent years, the High School Instructional Calendar will reflect that date once the state contract is completed and communicated.

Administration recommends that the School Board review and accept the proposed 2023-24 Instructional Calendars at its March 22, 2022, meeting."

Ms. Stevens moved to approve the proposed adjustments to the 2023-24 Instructional Calendars. Ms. Robinson seconded the motion. Unanimously approved.

Dr. Ormseth presented the Educator Effectiveness Waiver and Resolution 389 – School Board Resolution for the Waiver of Certain School Board or School District Requirements submitted by Mr. Neir, Mr. Haithcock, Mr. Keckler, and Dr. Ormseth, excerpts follow:

"Due to the disruptions of the COVID Pandemic, and the prioritization of the safe operation of the schools, Kenosha Unified is seeking a one-year waiver for the state Educator Effectiveness monitoring and reporting requirement, for School Year 2021-22. The variable last minute adjustments for pandemic related protocols, health notifications, and larger than historical staff absences and substitute shortages has created an untenable scenario to meet this requirement. KUSD had previously requested this specific waiver in prior years due to pandemic related conditions. This was first applied in 2019-20, thereby waiving the requirements to meet PI 8.01 and Wis. Stat. § 115.415.

The Wisconsin Legislature developed the 20 Wisconsin Education Standards found in Wisconsin Administrative Code sec. PI 8.01, which establish minimum expectations for each school district. Standard 17 requires each school district to evaluate all licensed school personnel in their "first year of employment and, at least, every third year thereafter." Wis. Stat. § 115.415 requires the specific process by which all Wisconsin districts meet the requirements listed in PI 8 for principals and teachers--the Wisconsin Educator Effectiveness (EE) System.

Per state law, the district will need to hold a public hearing under s.118.38 (1) (b) and document the date of the public hearing to receive a waiver. (The public hearing can be virtual). Like many other school districts, KUSD has already reached out to DPI in regards to this waiver request for proper guidance and support. The time freed up in granting this waiver will be

focused on time for staff and professional development of staff around the social and emotional needs of students, differentiated instructional needs, and family and student engagement.

For this waiver, the state statutory requirement for holding a public hearing remains. The attached resolution allows a district to formally request this waiver to the Wisconsin Department of Public Instruction after the notice and session of the public hearing.

Administration recommends that the School Board approve the Educator Effectiveness Cycle waiver request for School Year 2021-22 and adopt KUSD Resolution 389 at the March 22, 2022, regular School Board meeting.”

Mrs. Modder presented Resolution 389 – School Board Resolution for the Waiver of Certain School Board or School District Requirements which read as follows:

“WHEREAS, Wis. Stat. §118.38(1) and Wis. Admin. § PI 8.01(4) authorize school boards to request the Department of Public Instruction to waive any school board or school district requirement in Wis. Stat. chs. 115 to 121 or in the administrative rules promulgated by the Department under the authority of those chapters; and

WHEREAS, Wis. Stat. §118.38(1)(b) requires that before requesting a waiver, a school board shall hold a public hearing in the school district on the request for a waiver of any requirement in Wis. Stat. chs. 115 to 121; and

WHEREAS, Wis. Stat. §§ 120.12(1) and 12.44(2) authorize the Board of Education to have the possession, care, control and management of the property and affairs of the school district; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and WHEREAS, in the Spring of 2020, pursuant to Wis. Stat. § 323.10, Wisconsin Governor Tony Evers issued multiple Executive Orders as a result of the coronavirus pandemic (COVID-19); and

WHEREAS, during the subsequent school years, school districts struggled to address quality educational offerings while navigating a changing landscape of regulations from various governing bodies; and

WHEREAS, the Kenosha Unified School District has experienced staggering student and staff absences, and severe substitute shortages, thus complicating an already difficult operational struggle that has prevented school administrators from having sufficient time to address the Wisconsin Educator Effectiveness requirements.

NOW, THEREFORE BE IT RESOLVED, that:

1. On March 22, 2022, the Kenosha School Board of Education held a public hearing, in satisfaction of Wis. Stat. §118.38(1)(b), concerning a request for a waiver of the requirements identified herein; and

2. In compliance with Wis. Stat. §§ 118.38(1) and (1m), and for the reasons set forth herein, the Board of Education hereby directs the District Administrator or her designee to

apply, on behalf of the Board, to the Office of the Superintendent for Public Instruction (OSPI) for the waiver of the following:

a. Waiver of the requirements to complete an Educator Effectiveness Cycle for educators in their Supporting or Summary Year in 2021-22, including waivers of the requirements to meet PI 8.01 and Wis. Stat. §§ 115.415 and 121.02(1)(q) for the 2021-22 school year only due to the realized disruptions of the global COVID pandemic.

BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Board of Education's approval of this action and of the authority granted herein at a duly noticed meeting of the Board held on March 22, 2022."

Ms. Stevens moved to approve the Educator Effectiveness Cycle waiver request for School Year 2021-22 and adopt KUSD Resolution 389 - School Board Resolution for the Waiver of Certain School Board or School District Requirements. Mrs. Modder seconded the motion. Unanimously approved.

Mrs. Modder presented the Donations to the District.

Mrs. Modder moved to approve the donations to the district as presented. Ms. Stevens seconded the motion. Unanimously approved.

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

Meeting adjourned at 8:57 P.M.

Stacy Stephens  
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION  
OF THE KENOSHA UNIFIED SCHOOL BOARD  
HELD APRIL 11, 2022

A special meeting of the Kenosha Unified School Board was held virtually on Monday, April 11, 2022, in the Small Board Meeting Room at the Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:36 P.M. with the following members present: Mr. Price, Mr. Garcia, Mr. Battle, Ms. Stevens (via telephone), Mrs. Modder, Ms. Robinson, and Ms. Adams. Dr. Ormseth and Mr. Casper were also present.

Ms. Adams, 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.

Ms. Adams announced that an executive session had been scheduled to follow this special meeting for the purposes of Reviewing Findings/Order by Independent Hearing Officer and Litigation.

Mrs. Modder moved that the executive session be held. Mr. Battle seconded the motion.

Roll call vote. Ayes: Mr. Price, Mr. Garcia, Mr. Battle, Ms. Stevens, Mrs. Modder, Ms. Robinson, and Ms. Adams. Noes: None. Unanimously approved.

1. Reviewing Findings/Order by Independent Hearing Officer

Mr. Anthony Casper, Principal at Kenosha eSchool, presented board members with information pertaining to two expulsions.

Dr. Ormseth and Mr. Casper departed the meeting at 5:43 P.M.

Mrs. Modder moved to approve the recommendation of the hearing officer in regards to the first expulsion. Ms. Robinson seconded the motion. Unanimously approved.

Mr. Battle moved to approve the recommendation of the hearing officer in regards to the second expulsion. Mrs. Modder seconded the motion. Unanimously approved.

Dr. Ormseth returned to the meeting at 5:45 P.M.

2. Litigation

Dr. Ormseth updated board members in regards to a potential litigation matter.

Attorney Samuel Hall, Jr. from Crivello Carson, S.C. arrived at 5:47 P.M. and updated board members on a potential litigation matter.

Ms. Stevens departed the meeting at 6:33 P.M.

Attorney Hall departed the meeting at 6:34 P.M.

Meeting adjourned at 6:36 P.M.

Stacy Stephens  
School Board Secretary

Kenosha Unified School District  
Kenosha, Wisconsin  
Summary of Cash Receipts and Disbursements  
April 25, 2022

CASH RECEIPTS	reference	total
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**March 2022 Wire Transfers-In, to Johnson Bank from:**

WI Department of Public Instruction	<i>state aids register receipts</i>	\$ 57,851,304.91
Johnson Bank	<i>account interest</i>	119.33
Bankcard Services (MyLunchMoney.com)	<i>food services credit card receipts (net of fees)</i>	21,158.99
Bankcard Services (Purplepass)	<i>fine arts ticket sales receipts (net of fees)</i>	15,367.07
Bank (RevTrak)	<i>district web store receipts (net of fees)</i>	6,675.64
Bank (Infinite Campus)	<i>district web store receipts (net of fees)</i>	34,542.78
Retired & Active Leave Benefit Participants	<i>premium reimbursements</i>	46,801.77
HHS	<i>head start grant</i>	213,294.25
Various Sources	<i>small miscellaneous grants / refunds / rebates</i>	3,882.53
Total Incoming Wire Transfers		58,193,147.27

**March 2022 Deposits to Johnson Bank - All Funds:**

General operating and food services receipts	<i>(excluding credit cards)</i>	419,577.52
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**TOTAL MARCH CASH RECEIPTS**

**\$ 58,612,724.79**

CASH DISBURSEMENTS	reference	total
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**March 2022 Wire Transfers-Out, from Johnson Bank to:**

*Payroll & Benefit wires*

Individual Employee Bank Accounts	<i>net payrolls by EFT (net of reversals)</i>	\$ 7,938,934.30
WI Department of Revenue	<i>state payroll taxes</i>	551,461.98
WI Department of Revenue	<i>state wage attachments</i>	4,386.50
IRS	<i>federal payroll taxes</i>	2,709,248.42
Delta Dental	<i>dental insurance premiums</i>	232,725.54
Diversified Benefits Services	<i>flexible spending account claims</i>	12,013.42
Employee Trust Funds	<i>wisconsin retirement system</i>	1,562,340.80
NVA	<i>vision insurance premiums</i>	19,962.98
Aflac	<i>insurance premiums</i>	131,259.15
Optum	<i>HSA</i>	318,851.30
Various	<i>TSA payments</i>	352,071.00

*Subtotal*

13,833,255.39

*General Operating Wires*

US Bank	<i>purchasing card payment-individuals</i>	184,201.95 *
Aegis	<i>workers' compensation payment</i>	200,000.00
Kenosha Area Business Alliance	<i>LakeView lease payment</i>	16,871.67
Johnson Bank	<i>banking fees</i>	1,052.37
United Healthcare	<i>health insurance premiums</i>	3,702,409.62
Various	<i>returned checks</i>	14.00

*Subtotal*

4,104,549.61

Total Outgoing Wire Transfers

\$ 17,937,805.00

**March 2022 Check Registers - All Funds:**

Net payrolls by paper check	<i>Register# 01005DP, 01006DP</i>	\$ 7,348.48
General operating and food services	<i>Check# 610645 thru Check# 611691 (net of void batches)</i>	4,003,915.36
Total Check Registers		\$ 4,011,263.84

**TOTAL MARCH CASH DISBURSEMENTS**

**\$ 21,949,068.84**

\*See attached supplemental report for purchasing card transaction information

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

Billing Cycle Ending March 15, 2022

<b>Merchant Name</b>	<b>Total</b>
3654 INTERSTATE	\$ 28,657.35
ULINE *SHIP SUPPLIES	\$ 8,402.23
MENARDS KENOSHA WI	\$ 7,516.39
RESTAURANTS & CATERING	\$ 6,897.12
MARK'S PLUMBING PARTS	\$ 6,864.98
RAYNER AND RINN SCOTT	\$ 6,713.60
HALLMAN LINDSAY PAINTS -	\$ 4,660.00
HAJOCA KENOSHA PC354	\$ 3,728.54
INSTACART	\$ 3,503.71
FIRST SUPPLY KENOSHA	\$ 3,113.25
SCOTT HURST	\$ 3,000.00
HEAT & POWER PRODUCTS INC	\$ 2,789.05
INDUSTRIAL CONTROLS	\$ 2,685.03
MILWAUKEE ADMIRALS	\$ 2,634.00
PROJECT LEAD THE WAY, INC	\$ 2,400.00
AIRLINE	\$ 2,399.20
USPS.COM POSTAL STORE	\$ 2,396.19
HOTEL	\$ 2,301.19
ECONOLIGHT	\$ 2,084.77
AMZN MKTP US*1W0WJ98M1	\$ 2,015.18
VEHICLE MAINT. & FUEL	\$ 1,948.48
PBBS EQUIPMENT CORPORA	\$ 1,890.76
HIGHWAY C SERVICE INC	\$ 1,888.39
CSO - TICKETING	\$ 1,715.00
ROCK SNOW PARK	\$ 1,647.00
SWEETWATER SOUND	\$ 1,595.36
L AND S ELECTRIC INC	\$ 1,574.50
CUSTOMINK LLC	\$ 1,557.50
AMZN MKTP US*VQ7QX7SM3	\$ 1,399.00
JOHNSON CONTROLS SS	\$ 1,383.04
VIKING ELECTRIC-MILWAUKEE	\$ 1,302.93
STERICYCLE	\$ 1,275.16
MAXON EQUIPMENT INC.	\$ 1,239.63
PRUSA RESEARCH	\$ 1,227.30
REINDERS BRISTOL	\$ 1,196.16
CNK*CINEMARK HQ 001	\$ 1,183.20
SAN-A-CARE	\$ 1,146.25
CHICAGO BOOKS & JOURNALS	\$ 1,135.11
SAMSClub.COM	\$ 1,093.37
SIMPLIFASTE	\$ 996.00
TOTAL ENERGY SYSTEMS	\$ 993.60
HEARTLAND BUSINESS SYSTEM	\$ 990.62
TRAFFIC SAFETY WAREHOUSE	\$ 948.75
FLAG CENTER	\$ 926.00
BLAIN'S FARM & FLEET	\$ 903.65
IN *AMERICAN LASER MARK I	\$ 902.03
UNIQUE VINTAGE	\$ 872.84



**KUSD Purchasing Card Program - Individual Cardholders**

## Transaction Summary by Merchant

Billing Cycle Ending March 15, 2022

Merchant Name	Total
MCCOTTER ENERGY SERVICE L	\$ 834.50
MONROE EQUIPMENT	\$ 834.04
GUTTORMSEN RECREATION CEN	\$ 811.00
TRANE SUPPLY-116407	\$ 808.03
PAYPAL *SAFETYPATRO	\$ 806.00
WALMART.COM AA	\$ 791.29
DEMCO INC	\$ 759.62
FILTRATION CONCEPTS INC	\$ 751.25
BLACK ENSEMBLE THEATER	\$ 750.00
USPS PO 5642800260	\$ 737.60
SUITS OUTLETS	\$ 729.74
ACTIVEPARENTING.COM	\$ 724.35
VACLAND	\$ 696.21
HOMEDEPOT.COM	\$ 693.61
SHOP MISS A	\$ 665.00
GETROCKETBOOK.COM	\$ 658.31
60 TO ESCAPE	\$ 652.80
LOWES #02560*	\$ 647.04
NU ATHL TICKET OFFICE	\$ 631.00
SHERWIN WILLIAMS 703180	\$ 624.57
JOHNSON CONTROLS SP	\$ 609.00
FARM & FLEET STURTEVANT	\$ 604.89
HOH WATER TECHNOLOGY	\$ 602.68
SPIRAL BINDING LLC	\$ 601.57
FASTENAL COMPANY 01WIKEN	\$ 595.63
IN *ECONO HOLDING COMPANY	\$ 581.95
SQ *EPRO GASKET & BOILER	\$ 574.70
AIA PRODUCTS/DUES	\$ 573.00
AMZN MKTP US*1W9EO1BO1	\$ 563.24
AMAZON.COM*1Z1NB2OH2 AMZN	\$ 559.95
ROCKLER	\$ 545.74
AIRGAS USA, LLC	\$ 531.43
WOODWORKERS HARDWARE - W	\$ 514.00
WISCONSIN SCHOOL MUSIC AS	\$ 501.00
GREEN MEADOWS FARM	\$ 500.00
RAINBOW RESOURCE CENTER	\$ 498.48
COSTCO WHSE #1198	\$ 490.36
BLS*NOVISIGN LTD	\$ 480.00
WASBO FOUNDATION	\$ 476.00
STATSMEDIC.COM	\$ 464.00
JOHNSTONE SUPPLY - RACINE	\$ 451.35
WAL-MART #1167	\$ 444.93
LAMINATOR.COM	\$ 429.37
SAMSClub #6331	\$ 416.60
FIRE BRICK	\$ 400.80
AMAZON.COM*4X57X05V3 AMZN	\$ 399.99
MCMaster-CARR	\$ 385.23

**KUSD Purchasing Card Program - Individual Cardholders**

## Transaction Summary by Merchant

Billing Cycle Ending March 15, 2022

Merchant Name	Total
ADOBE INC	\$ 379.67
DECKER EQUIPMENT	\$ 379.37
SCHOOLGIRL STYLE,	\$ 374.99
BUILDERS HARDWARE AND HOL	\$ 367.00
BLT*BETTER BASEBALL	\$ 349.95
TOWN & COUNTRY GLASS	\$ 346.78
DISPLAYS2GO	\$ 327.34
AMZN MKTP US*118WE8MY1	\$ 325.71
AMZN MKTP US*969MX9FL3	\$ 325.71
PAT S SERVICES INC	\$ 325.00
TITAN DISTRIBUTORS INC	\$ 322.77
ON DECK SPORTS	\$ 310.61
BLAZER LLC	\$ 306.80
GRAINGER	\$ 303.65
FESTIVALS OF MUSIC	\$ 300.00
WISCONSIN SCHOOL SAFETY	\$ 300.00
TOPSPINPRO	\$ 298.00
HOBBY LOBBY #350	\$ 286.70
SPORTDECALS	\$ 286.00
CDW GOVT #S534796	\$ 275.09
WISCONSIN SCHOOL MUSIC A	\$ 261.00
AMZN MKTP US*1W1TA8YO0	\$ 259.99
GLOWFORGE.COM	\$ 239.40
THE HOME DEPOT #4926	\$ 238.66
RECLAIMED ARTISANS INC	\$ 234.00
TIMING CHUTES LLC	\$ 230.00
AMZN MKTP US*1W39K4782	\$ 221.99
KIMBALL MIDWEST PAYEEZY	\$ 220.48
MID STATE EQUIP SALEM 010	\$ 220.38
SPECTRUM	\$ 218.97
CDW GOVT #S260849	\$ 218.43
EVACUUMSTORE.COM	\$ 216.00
WF* WAYFAIR3715246033	\$ 215.60
LAKE MICHIGAN INVITATI	\$ 214.00
TARGET.COM *	\$ 208.60
SAMS CLUB #6331	\$ 207.64
BESTBUYCOM806623084233	\$ 199.99
MODCLOTH	\$ 192.50
HOMEGOODS #0835	\$ 191.89
ETAHAND2MIND	\$ 191.10
AUER STEEL MILWAULKEE	\$ 188.58
IFIXIT	\$ 184.82
GOODWILL RETAIL #037	\$ 182.17
CDW GOVT #S203828	\$ 175.63
READ NATURALLY INC	\$ 174.00
PAYPAL *DIGITALINSP	\$ 174.00
AMAZON.COM*1W0A22JO0 AMZN	\$ 173.22

**KUSD Purchasing Card Program - Individual Cardholders**

## Transaction Summary by Merchant

Billing Cycle Ending March 15, 2022

Merchant Name	Total
GUIDED READERS	\$ 167.00
ALPINE PLYWOOD CORPORATIO	\$ 163.42
SHEIN.COM	\$ 159.46
BULKOFFICESUPPLY	\$ 159.46
T J MAXX #1143	\$ 158.16
SP * SIMPLE RETRO	\$ 148.48
AMERICAN RED CROSS	\$ 145.00
CALC-MEDIC.COM	\$ 145.00
HEALY AWARDS, INC.	\$ 142.53
ZG BICYCLE STORE LLC	\$ 139.99
HY-VEE MADISON 1391	\$ 136.27
BURGHARDT SPORTING GOODS	\$ 135.12
WIAA	\$ 135.00
AMZN MKTP US*1Z4SR1951	\$ 130.41
MENARDS OAK CREEK WI	\$ 128.76
MILW PUBLIC MUSEUM	\$ 125.00
AMAZON.COM*1Z5N74160 AMZN	\$ 121.60
DPI WS2 MQR EPAY	\$ 120.00
DROPBOX 4PV5VGDCXY79	\$ 119.88
USPS PO 5666100158	\$ 116.00
KAHOOT! ASA	\$ 108.00
SOLUTION TREE INC	\$ 105.85
INSTACART*SUBSCRIPTION	\$ 104.45
GFS STORE #1919	\$ 104.21
WM SUPERCENTER #1167	\$ 103.02
PAYPAL *GOLF COACHES	\$ 102.00
OFFICEMAX/DEPOT 6358	\$ 101.79
GIH*GLOBALINDUSTRIALEQ	\$ 100.94
THE MILWAUKEE INSTITUTE O	\$ 100.00
UWLAX - HANDSHAKE	\$ 100.00
WF* WAYFAIR3722643023	\$ 99.16
ESTRELLITA INC	\$ 99.00
AMZN MKTP US*1Z2IJ7WR1 AM	\$ 98.90
MEIJER # 284	\$ 97.75
CALENDLY	\$ 96.00
UNIV OF WISCONSIN PKSI	\$ 94.50
HOLLAND SUPPLY INC	\$ 94.07
AMZN MKTP US*LJ3AP4CE3	\$ 92.49
ASCD	\$ 89.00
TOOLS 4 FLOORING	\$ 86.94
AMZN MKTP US*1Z2LP6KD1	\$ 84.99
WWW.DOODLE.COM	\$ 83.40
USA CLEAN INC	\$ 81.72
WI DFI WS2 CFI CC EPAY	\$ 80.00
WISBCA	\$ 80.00
DOLLAR TREE, INC.	\$ 79.13
CDW GOVT #S384025	\$ 78.63

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

Billing Cycle Ending March 15, 2022

Merchant Name	Total
EB IXL LIVE VIRTUAL-M	\$ 75.00
ELITEFTS.COM	\$ 74.03
WALGREENS #3153	\$ 71.20
MAILCHIMP	\$ 69.99
THE 2 SISTERS/THEDAILYCAF	\$ 69.00
AMZN MKTP US*1I2ZH79Y0	\$ 68.75
OFFICESMART	\$ 67.16
ZOOM.US 888-799-9666	\$ 65.81
OFFICEMAX/DEPOT 6370	\$ 65.36
MENARDS RACINE WI	\$ 65.16
WWW.BASEBALLWISCONSIN.	\$ 62.80
SMARTSIGN	\$ 60.64
DK HARDWARE SUPPLY LLC	\$ 59.93
FEEL-GOOD TEACHING	\$ 59.00
PRAIRIE SIDE ACE HDWR	\$ 58.74
BAUDVILLE INC.	\$ 58.14
AMZN MKTP US*S82VY18F3	\$ 57.98
FASTSIGNS 301101	\$ 55.06
MODULAR ROBOTICS	\$ 52.95
EDPUZZLE PRO TEACHER	\$ 49.00
MONSTER JANITORIAL LLC	\$ 47.92
ELITEAPPARELWI.COM	\$ 43.05
TARGET 00022517	\$ 41.44
AMZN MKTP US*X545K3NO3	\$ 40.42
WPY*WISCONSIN ALLIANCE FO	\$ 40.00
EDWEEK PRINT DIGITAL	\$ 39.00
ALDI 64096	\$ 37.92
NATIONAL FEDERATION OF ST	\$ 36.06
SOCIETY OF ST VINCENT DE	\$ 35.82
HOMEGOODS #0846	\$ 34.80
CHESTER ELECTRONIC SUPPLY	\$ 33.20
ADOBE STOCK	\$ 31.64
PARTY CITY 5174	\$ 31.12
PICKTIME	\$ 29.99
CVS/PHARMACY #08777	\$ 29.56
ALLIANZ TRAVEL INS	\$ 27.00
ETSY.COM - PLUS TENNESSEE	\$ 26.85
HALOGEN SUPPLY COMPANY IN	\$ 26.53
WILEY	\$ 26.38
DOLLAR TREE	\$ 26.25
NATL CCL TEACHERS OF MATH	\$ 25.87
PICK N SAVE #871	\$ 22.67
WM SUPERCENTER #5695	\$ 22.08
GEMINI BUILDS IT & SHOW	\$ 22.05
AMAZON.COM*1Z3RV2F62	\$ 21.44
AMAZON.COM*I40J59AC3 AMZN	\$ 20.98
PAYPAL *ECONOMICSWI ECONO	\$ 20.00

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

Billing Cycle Ending March 15, 2022

<b>Merchant Name</b>	<b>Total</b>
NNA SERVICES LLC	\$ 20.00
FESTIVAL FOODS	\$ 18.98
AMERICAN CHEMICAL SOCI	\$ 16.00
WINDY CITY NOVELTIE	\$ 15.39
SPOTIFY USA	\$ 10.54
HOERNEL LOCK & KEY INC-KE	\$ 8.25
LINCOLN CONTRACTORS SUPPL	\$ 7.13
IN *A BEEP, LLC	\$ (3,582.00)
<b>US Bank Purchasing Card Payment - Individuals</b>	<b>\$ 184,201.95</b>

KENOSHA UNIFIED SCHOOL DISTRICT  
Kenosha, Wisconsin

April 25, 2022

**Administrative Recommendation**

It is recommended that the March 2022 cash receipt deposits totaling \$419,577.52, and cash receipt wire transfers-in totaling \$58,193,147.27, be approved.

Check numbers 610645 through 611691 (net of voided batches) totaling \$4,003,915.36, and general operating wire transfers-out totaling \$4,104,549.61, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the March 2022 net payroll and benefit EFT batches totaling \$13,833,255.39, and net payroll check batches totaling \$7,348.48, be approved.

Bethany Ormseth, Ed.D.  
Interim Superintendent of Schools

Tarik Hamdan  
Chief Financial Officer

Lisa M. Salo, CPA  
Accounting Manager

**Kenosha Unified School District  
Kenosha, Wisconsin**

**April 25, 2022**

**Head Start State Supplemental Grant – 2022-2023 School Year**

The Head Start program provides comprehensive services in the areas of health, education, social services, and parent involvement for low-income preschool children and their families. This state grant provides funding for 59 high-risk children that will be three or four years of age on or before September 1, 2022. Funding for the Head Start State Supplemental Grant for the 2022-2023 school year is \$323,866. Funds will be utilized to serve the children and their families in all program component areas as required in the Head Start Act and the Head Start Performance Standards.

**Grant Title**

Head Start State Supplemental Grant

**Funding Source**

State of Wisconsin

Department of Public Instruction

**Grant Time Period**

July 1, 2022 to June 30, 2023

**Purpose**

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

**Number of Students Served**

59 Eligible Head Start Students

**Relationship to District Goals**

The Head Start Approach to School Readiness means that children are ready for school, families are ready to support their children's learning, and schools are ready for children. Regulation 45 CFR Chapter XIII Part 1307 requires programs to establish school readiness goals that are appropriate for the ages and development of enrolled children. School readiness goals are defined as "the expectations of children's status and progress across the domains of language and literacy development, cognition and general knowledge, approaches to learning, physical health and well-being and motor development, and social and emotional development that will improve readiness for kindergarten goals" (Part 1307.2).

The school readiness goals for the Kenosha Unified School District Head Start are:

- Approaches to Learning: children will increasingly demonstrate self-control including controlling impulses, maintaining attention, persisting with activities, and using flexible thinking.
- Social and Emotional Development: children will appropriately express and respond to a broad range of emotions, including concern for others.
- Language and Literacy: children will increasingly match the amount and use of language required for different social situations and follow social and conversational rules.
- Cognition: children will demonstrate understanding of number names and order of numerals, the order of size or measures, the number of items in a set and use math concepts and language regularly during every day experiences.
- Perceptual, Motor and Physical Development: children will demonstrate use of small muscles for purposes such as using utensils, self-care, building, writing and manipulation.

Success in these areas will support each child's readiness for kindergarten. School readiness goals will be measured using the research-based assessment system My Teaching Strategies.

### **Fiscal Impact**

See Attachment A: Fiscal Impact Statement.

### **Program Services**

Funding received through the 2022-2023 Head Start State Supplement Grant will remain the same as the previous year. At this time no revisions to program services are anticipated. The number of Head Start children served will remain at 59 children. This state grant will cover the cost for:

- 1.4 teachers (percentages based upon Head Start vs. 4K enrollment in each class)
- 3 educational support professionals
- 1 family service provider
- Supplies

### **Evaluation Plan**

- Semi-annual Program Report to the Policy Council and School Board.
- Progress toward KUSD Head Start school readiness goals will be monitored and included in the Semi-annual Program Report to the Policy Council and School Board.
- Semi-annual Program Plan Report to the Head Start Region V office in Chicago.
- Head Start monthly reports (HS 22) to the Policy Council and School Board.

### **Staff Persons Involved in Preparation of the Grant Application:**

Luanne Rohde, Director of Early Education

Karina Haebig, ERSEA Coordinator

Samantha McGovern, Education and Disabilities Coordinator

Jodee Rizzitano, Health Coordinator



Heidi Dryer, Mental Health Coordinator  
Deanna Hawlish, Data Specialist

**Administrative Recommendation**

Administration recommends that the school board approve the 2022-2023 Head Start State Supplemental Grant in the amount of \$323,866.

Bethany Ormseth, Ed.D  
Interim Superintendent of Schools

William Haithcock  
Interim Chief of School Leadership

Mr. Martin Pitts  
Regional Coordinator of Leadership  
and Learning Elementary

Ms. Luanne Rohde  
Director of Early Education

## Fiscal, Facilities and Personnel Impact Statement

**Title:** Head Start State Supplemental Grant

**Budget Year:** 2022-2023

**Department:** Early Education

**Budget Manager:** Luanne Rohde

### REQUEST

Approval from the Board of Education is requested to submit and implement the Head Start State Supplemental Grant for the 2022-2023 school year. The funding for this grant is \$323,866. It is designed to supplement operating costs for the Kenosha Unified School District Head Start Program.

### RATIONALE/ INSTRUCTIONAL FOCUS

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

### IMPACT

This supplemental grant will provide:

- Funding for staffing (1.4 teachers, 3 educational support professionals) to serve 59 children within the requirements of the Head Start Performance Standards and Head Start Act.
- Funding for Head Start support staff (1 Family Service Provider) for Head Start families
- Funding for supplies for Head Start children (ie diapers, classroom materials, paper, copy costs, field trip costs)

### BUDGET IMPACT

Object Level	Descriptive	Amount
100's	Salaries	\$193,128
200's	Fringes	\$129,504
300's	Purchased Services	\$0.00

400's	Non-Capital Objects	\$1,234
500's	Capital Objects	\$0.00
	<b>TOTAL</b>	<b>\$323,866</b>

This is a ☐ one-time or a ☒ recurring expenditure

### FUNDING SOURCES

Select Funding Sources:

Head Start State Supplemental Grant

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**KENOSHA UNIFIED SCHOOL DISTRICT**  
**Kenosha, Wisconsin**

**April 25, 2022**

**REPORT OF CONTRACT IN AGGREGATE OF \$50,000**

School Board Policy 3420 requires that “all contracts and renewals of contracts in aggregate of \$50,000 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 following contract/agreement has not been added to the Contract Management Database and is being presented for board approval:

<b>VENDOR</b>	<b>PROGRAM/PRODUCT</b>	<b>AMOUNT</b>
Discovery Education	Digital platform for multimedia content	<ul style="list-style-type: none"><li>• 2022-23: \$50,000</li><li>• 2023-24: \$50,000</li><li>• 2024-25: \$50,000</li></ul>

The Purchase/Contract Rationale is provided in Appendix A. The Order Form from Discovery Education is provided in Appendix B. The Letter of Ownership from Discovery Education is provided in Appendix C.

Bethany Ormseth, Ed.D.  
Interim Superintendent of Schools

Julie Housaman  
Chief Academic Officer

Tarik Hamdan  
Chief Financial Officer

Christine O'Regan  
Coordinator of Library Media and Instructional Technology

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: Discovery Education

Purchased Good/Program: Digital platform for multimedia content

Start Date/Date Needed: July 1, 2022

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

The purpose of the proposed purchase is to provide standards-aligned digital content and instructional resources for educators and students. Current areas include science; social studies; math; English language arts; health; world languages; and science, technology, Engineering, and math (STEM). The Discovery Education Experience digital resources help educators deliver equitable and engaging learning experiences supporting academic achievement.

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

- A. Cost of purchase: \$50,000 (2022-23); \$50,000 (2023-24); \$50,000 (2024-25)
- B. Funding source: Common School Funds
- C. Attachment A: Discovery Education quote
- D. Attachment B: Sole source provider letter (no Request for Purchase)

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

YES ☐ NO ☒ If no, please request an RFP packet (This is a single-source product [Attachment B].)

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

- A. This platform provides teachers with standards-aligned multimedia content that can be customized to meet individual student needs.
- B. This platform provides students with innovative ideas and activities, virtual field trips, and engaging self-guided experiences.
- C. This is a robust search feature for educational content in all subject areas, grade levels, and interest levels. Students can share their learning through multimedia studio boards aligned to teacher-created scoring rubrics.

D. This platform provides integration with ClassLink, Seesaw, and Google Classroom.

E. This platform provides access to culturally responsive content and focused supports and strategies that help teachers adapt content to specific student needs.

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

July 1, 2022

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

Appropriate Leadership Signature Julie Hauruma Date March 8, 2022

**ORDER FORM****Subscriber:** KENOSHA UNIFIED SCHOOL DISTRICT 1**Address:** 3600 52ND ST KENOSHA, WI 53144-2697**Term:** 2/1/2022 to 6/30/2025

1. Pursuant to this Order Form, Subscriber shall receive the Services from Discovery Education, Inc. that are described in this Section 1 below. The total fees for the Services are also detailed in this section 1. As set forth in Section 2 below, a portion of such fees shall be paid by a corporate sponsor, 3M, rather than Subscriber. As set forth in Section 3, Subscriber shall be responsible for paying to Discovery Education the remaining portion of the total fees that are not funded by Sponsor.

Services	Start Date	End Date	Qty - Unit of Measure	Prorated Price	Total
Discovery Education Experience	2/1/2022	6/30/2025	32 - Site	\$2,495.83	\$239,600.00
Total:					\$239,600.00

2. A Discovery Education Corporate Sponsor, 3M, ("Sponsor") will partially fund the Services described herein, as set forth in further detail below (the "Sponsorship"). In consideration for the Sponsorship, Subscriber agrees that Discovery Education may disclose certain product, services, and website usage data ("Sponsorship Data") to the Sponsor. The Sponsorship Data shall be categories of de-identified, anonymized, and/or aggregated data, including, but not limited to, aggregate channel views of content channel by teachers, aggregate count of student log ins, aggregate count of administrator log-ins, school lists based on number of students using the Services, and top courses used by students. The Sponsorship Data shall not include confidential information, personally identifiable information or student education records as defined under applicable state or federal laws.

**Portion of Fees to be Funded by Corporate Sponsor**

Services	Total
Discovery Education Experience	\$89,600.00

3. The Subscriber shall be responsible for paying to Discovery Education the remaining portion of the total fees as set forth in further detail below (the "Subscriber Fees").

Services	Total
Discovery Education Experience	\$150,000.00

Fees are non-cancellable and are due and payable as follows:

\$50,000.00 due no later than 8/1/2022

\$50,000.00 due no later than 8/1/2023

\$50,000.00 due no later than 8/1/2022





This Order Form and the Discovery Education Standard Terms of Services and License available at [discoveryeducation.com/terms-and-conditions](http://discoveryeducation.com/terms-and-conditions) ("*Standard Terms*") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

**KENOSHA UNIFIED SCHOOL DISTRICT 1**

**Discovery Education, Inc.**

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(*Signature Required*) (i*Signature Required*)

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please return Exhibit A with the signed Order Form.



**EXHIBIT A  
LICENSED PRODUCTS**

Discovery Education Experience		
SCHOOLS	START DATE	END DATE
<b>BOSE ELEMENTARY SCHOOL</b> - 1900 15TH ST, KENOSHA, WI. 53140-1299	07/01/2022	06/30/2025
<b>BRADFORD HIGH SCHOOL</b> - 3700 WASHINGTON RD, KENOSHA, WI. 53144-1600	07/01/2022	06/30/2025
<b>BRASS COMMUNITY SCHOOL</b> - 6400 15TH AVE, KENOSHA, WI. 53143-4962	07/01/2022	06/30/2025
<b>BULLEN MIDDLE SCHOOL</b> - 2804 39TH AVE, KENOSHA, WI. 53144-1599	07/01/2022	06/30/2025
<b>C STRANGE ELEMENTARY SCHOOL</b> - 5414 49TH AVE, KENOSHA, WI. 53144-3822	07/01/2022	06/30/2025
<b>CHARLES NASH ELEMENTARY SCHOOL</b> - 6801 99TH AVE, KENOSHA, WI. 53142-7574	07/01/2022	06/30/2025
<b>EDWARD BAIN SCHOOL OF LANGUAGE AND ART</b> - 2600 50TH ST, KENOSHA, WI. 53140-5811	07/01/2022	06/30/2025
<b>FOREST PARK ELEMENTARY SCHOOL</b> - 6810 45TH AVE, KENOSHA, WI. 53142-3899	07/01/2022	06/30/2025
<b>FRANK ELEMENTARY SCHOOL</b> - 1816 57TH ST, KENOSHA, WI. 53140-3998	07/01/2022	06/30/2025
<b>GRANT ELEMENTARY SCHOOL</b> - 1716 35TH ST, KENOSHA, WI. 53140-5298	07/01/2022	06/30/2025
<b>GREWENOW ELEMENTARY SCHOOL</b> - 7714 20TH AVE, KENOSHA, WI. 53143-5817	07/01/2022	06/30/2025
<b>HARBORSIDE ACADEMY</b> - 913 57TH ST, KENOSHA, WI. 53140-4023	07/01/2022	06/30/2025
<b>HARVEY ELEMENTARY SCHOOL</b> - 2012 19TH AVE, KENOSHA, WI. 53140-4722	07/01/2022	06/30/2025
<b>INDIAN TRAIL HIGH SCHOOL</b> - 6800 60TH ST, KENOSHA, WI. 53144-7830	07/01/2022	06/30/2025
<b>JEFFERSON ELEMENTARY SCHOOL</b> - 1832 43RD ST, KENOSHA, WI. 53140-2798	07/01/2022	06/30/2025
<b>JEFFERY ELEMENTARY SCHOOL</b> - 4011 87TH ST, KENOSHA, WI. 53142-5062	07/01/2022	06/30/2025
<b>KENOSHA SCHOOL OF TECHNOLOGY - EAST</b> - 6811 18TH AVE, KENOSHA, WI. 53143-4932	07/01/2022	06/30/2025
<b>LANCE MIDDLE SCHOOL</b> - 4515 80TH ST, KENOSHA, WI. 53142-2099	07/01/2022	06/30/2025



<b>LINCOLN MIDDLE SCHOOL</b> - 6729 18TH AVE, KENOSHA, WI. 53143-4918	07/01/2022	06/30/2025
<b>MAHONE MIDDLE SCHOOL</b> - 6900 60TH ST, KENOSHA, WI. 53144-7409	07/01/2022	06/30/2025
<b>MCKINLEY ELEMENTARY SCHOOL</b> - 5520 32ND AVE, KENOSHA, WI. 53144-2812	07/01/2022	06/30/2025
<b>PLEASANT PRAIRIE ELEMENTARY SCHOOL</b> - 9208 WILMOT RD, PLEASANT PR, WI. 53158-2007	07/01/2022	06/30/2025
<b>PRAIRIE LANE ELEMENTARY SCHOOL</b> - 10717 47TH AVE, PLEASANT PR, WI. 53158-3526	07/01/2022	06/30/2025
<b>REUTHER CENTRAL HIGH SCHOOL</b> - 913 57TH ST, KENOSHA, WI. 53140-4023	07/01/2022	06/30/2025
<b>ROOSEVELT ELEMENTARY SCHOOL</b> - 3322 ROOSEVELT RD, KENOSHA, WI. 53142-3991	07/01/2022	06/30/2025
<b>SOMERS ELEMENTARY SCHOOL</b> - 1245 72ND AVE, KENOSHA, WI. 53144-7211	07/01/2022	06/30/2025
<b>SOUTHPORT ELEMENTARY SCHOOL</b> - 723 76TH ST, KENOSHA, WI. 53143-6061	07/01/2022	06/30/2025
<b>STOCKER ELEMENTARY SCHOOL</b> - 6315 67TH ST, KENOSHA, WI. 53142-1447	07/01/2022	06/30/2025
<b>TREMPER HIGH SCHOOL</b> - 8560 26TH AVE, KENOSHA, WI. 53143-6447	07/01/2022	06/30/2025
<b>VERNON ELEMENTARY SCHOOL</b> - 8518 22ND AVE, KENOSHA, WI. 53143-6455	07/01/2022	06/30/2025
<b>WASHINGTON MIDDLE SCHOOL</b> - 811 WASHINGTON RD, KENOSHA, WI. 53140-2895	07/01/2022	06/30/2025
<b>WHITTIER ELEMENTARY SCHOOL</b> - 8542 COOPER RD, PLEASANT PR, WI. 53158-3240	07/01/2022	06/30/2025
<b>WILSON ELEMENTARY SCHOOL</b> - 4520 33RD AVE, KENOSHA, WI. 53144-6799	07/01/2022	06/30/2025



4350 Congress Street  
Suite 700  
Charlotte, North Carolina 28209

February 18, 2022

Christine O'Regan  
Coordinator of Library Media and Instructional Technology  
KENOSHA UNIFIED SCHOOL DISTRICT 1  
3600 52ND ST  
KENOSHA, WI 53144-2697

Re: **Letter of Ownership**

Dear Ms. O'Regan,

This Letter of Ownership is to confirm that Discovery Education, Inc., an Illinois corporation with headquarters at 4350 Congress Street, Charlotte, NC 28209, is the proprietary and copyright owner of the Product(s): DISCOVERY EDUCATION EXPERIENCE ("DE.X") being purchased by KENOSHA UNIFIED SCHOOL DISTRICT 1 and the creator or authorized licensee of any of the content contained therein or on which such service is based. Discovery Education is the sole provider of DE.X in the state of Wisconsin. DE.X is the unique and complex product of Discovery Education. Any and all rights to manufacture, license, distribute, market or sell the Product remain and are reserved in and to Discovery Education, Inc.

If you have any questions, please contact Mike Kroening by email at [mkroening@discoveryed.com](mailto:m kroening@discoveryed.com)  
or by phone at 847-460-8785 .

Sincerely,

DocuSigned by:  
  
78B6C33846AB459...

Travis Barrs  
Head of Global Operations,  
Discovery Education

KENOSHA UNIFIED SCHOOL DISTRICT  
Kenosha, Wisconsin

April 25, 2022

**Harborside Academy Charter Contract Renewal**

On March 27, 2007, the initial Harborside Academy charter contract was presented to the Kenosha Unified School Board of Education. At that time, the Board approved a five-year charter contract with Harborside Academy. In 2012, the Board approved a second five-year renewal charter contract and Harborside Academy expanded to serve students in grades 6 through 12 when it moved to the Reuther Central High School facility and merged with Paideia Academy. In 2017, the charter was again approved for five additional years with an agreement indicating the decision on future funding would not be made until the state budget was announced for the 2017-2019 school years. In 2018, the Board approved an amended version of the charter agreement to include the agreed and updated budget language suggested by the KUSD administration for the existing five year period of 2017-2022.

This current charter renewal does not have any major changes from the previously approved charter but has identified needed changes in the following areas:

1. Restructuring of charter contract layout to align better to DPI required and recommended charter Benchmarks to be more reader friendly.
2. Small grammatical corrections throughout the charter to clean up contract.

On February 15, 2022, The Harborside Governance Board Incorporated voted on and approved these recommended changes to the contract.

**Recommendation**

The Harborside Governance Board Incorporated requests that the Kenosha Unified School District Board of Education approve the renewal of this Harborside Academy charter agreement for a five year period from the 1st day of July, 2022, through the 30th day of June, 2027.

Bethany Ormseth, Ed.D  
Interim Superintendent of Schools

Tarik Hamdan  
Chief Financial Officer

William Haithcock  
Interim Chief of School Leadership

Trent Barnhart  
Interim Principal, Harborside Academy

~~Kenosha Unified School District~~

~~June 27, 2017~~

~~Amended 2018~~

~~July 2022~~

~~Harborside Academy~~

DRAFT #2

Kenosha Unified School District

# **Harborside Academy Charter Contract**

Issue Date: July 2022

**CHARTER SCHOOL CONTRACT  
FOR THE OPERATION OF HARBORSIDE ACADEMY**

**PARTIES:**

**KENOSHA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**HARBORSIDE GOVERNANCE BOARD INCORPORATED.; ID# H070584; EIN #87-3597533**

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## **GENERAL INFORMATION PARTIES**

This agreement is made as of the ~~27<sup>th</sup>~~ ~~25<sup>th</sup>~~ day of ~~June 2017~~ ~~April 2022~~ by and between the Board of Education for the Kenosha Unified School District (“KUSD Board”) and Harborside Academy.

The Harborside ~~Academy~~ Governance Board Incorporated, a legally incorporated governing board independent of the Kenosha Unified School District Board of Education, requests that the ~~Kenosha Unified School District~~ KUSD Board of Education approve the charter agreement for the five-year period of ~~2017-2022~~ 2022-2027. ~~with the agreement to review the funding portion of the charter after the State of Wisconsin has finalized the biennial budget for the budget cycles 2017-2019 and 2019-2021.~~

## **ARTICLE I: PURPOSE, STATUS, AND TERM**

### **Section 1.1 Purpose**

This contract outlines the roles, powers, responsibilities, and performance expectations governing Harborside Governance Board Incorporated and operation of Harborside Academy, a public school. ~~The Harborside Governance Board Incorporated and Harborside Academy must comply with all of the terms and provisions of this Charter School Contract and all applicable rules, regulations, and laws.~~

District Policies and Procedures will be followed unless stipulated differently in other provisions in this contract or provided by law.

### **Status**

### **Section 1.2 Status**

Harborside Academy will function as an instrumentality charter school authorized by the Kenosha Unified School District (KUSD).

### **Terms of the Contract**

### **Section 1.3 Terms of the Contract**

The term of the Harborside Academy Charter Contract, as a KUSD instrumentality charter, shall be a period of five (5) years commencing on the 1<sup>st</sup> day of July, ~~2017~~ 2022, and terminating on the 30<sup>th</sup> day of June, 2027.

~~District Policies and Procedures will be followed unless stipulated differently in other provisions in this contract or provided by law.~~ (Moved above)

## **ARTICLE II: SCHOOL'S MISSION AND VISION**

### **Section 2.1 KUSD/Harborside Academy Mission**

Provide excellent, challenging learning opportunities and experiences that prepare each student for success.

### **Section 2.2 Vision**

Harborside Academy, an EL Education Network School, utilizes the best practices of the EL Education model of teaching in a small, personalized setting in order to prepare students for the 21<sup>st</sup> century. Harborside Academy students will have a sense of the larger community that they are part of, and their importance within it.

## ARTICLE III: ADMINISTRATIVE SERVICES

### Section 3.1 Sponsors

The sponsors will be ~~William Haithcock Trent Barnhart~~ the Principal of Harborside Academy, ~~Kim Fischer~~ the Regional Coordinator of Secondary School Leadership & Learning, and ~~Mia Chmiel Sarah Miller~~ an EL Education School Designer.

### Section 3.2 Person(s) in Charge

The person responsible for administrative leadership of ~~the~~ Harborside Academy will be the school principal, ~~Mr. William Haithcock Trent Barnhart~~. ~~He~~ The person will serve as full-time Principal/Director of the school, working closely with the Harborside ~~Academy~~ Governance Board ~~Inc.~~ (~~Harborside Academy Governance Board~~) to ensure that the educational goals of the school are carried out. ~~He~~ The Principal will be responsible to the KUSD Board for meeting the terms of the contract, ~~and~~ financial accountability, serving as an instructional leader, overseeing instruction and staff development, managing the building, hiring and evaluating of personnel, handling student discipline, and overseeing secretarial/clerical procedures such as attendance and health records. ~~He~~ The Principal will oversee the administration of assessment and evaluation of programs. If the Principal/Director should leave ~~his~~ the position, ~~ESC~~ KUSD central office personnel, in consultation with the Harborside ~~Academy~~ Governance Board ~~Incorporated through the interview procedures and process~~, will choose a replacement. KUSD administration will make the final decision.

# **GOVERNANCE AND STRUCTURE**

## **ARTICLE IV: GOVERNANCE**

### **Section 4.1 Advisory/Governance**

The Harborside Governance Board **Incorporated** will work to support the educational philosophy of Harborside Academy and will conduct activities consistent with its mission. The Harborside Governance Board **Incorporated** will ensure that the Harborside Academy Charter is upheld, monitor, and provide guidance for Harborside Academy, an instrumentality charter school of Kenosha Unified School District. The Harborside Academy Governance Board will oversee the attainment of the instructional outcomes of the school and the compliance with its charter and mission. The Harborside ~~Academy~~ Governance Board **Incorporated** will have authority over Harborside Academy's policies as stated in this charter agreement.

### **Section 4.2 Governance Documents**

The Harborside Governance Board **Incorporated** shall maintain legal status and operate in accordance with the terms of the attached Governance Documents, Appendix B through Appendix G.

### **Section 4.3 Methods to Ensure Parental Involvement**

Harborside Academy parents are important partners in the educational process. Opportunities for parents to participate in Harborside Academy culture include, but are not limited to: helping with fieldwork, chaperoning camp, student led conferences, passages, celebrations of learning, PTSO, receiving daily announcements via email, and attending Harborside Governance Board **Incorporated** meetings.

### **Section 4.4 Level of Autonomy/Waivers of School District Policy**

Deviations from the district policy include: student and staff calendars, grading policy--standards-based (including Habits of Success grades and a unique grading scale), the ~~order that~~ **sequence in which** district standards are taught, dress code, staff job description and hiring autonomy (as outlined ~~above~~ **below**), budget autonomy (carry over), curriculum options (if purchased by the school), and elective courses/ intensives.

## ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

### Section 5.1 Nonsectarian Status

Harborside Academy is nonsectarian in its programs, admissions policies, employment practices, and all other operations. Harborside Academy faculty, staff, equipment, supplies, curriculum, and teaching content shall be free of all religious or other sectarian symbols or influences.

### Section 5.2 Non-Discrimination Statement

Harborside Academy will not deny access to any student based on gender, gender expression, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, color, or physical, mental, emotional or learning disability.

### Section 5.3 Student Records

Copies of standardized testing results and all records required by KUSD policy or law will be maintained in the Harborside Academy office. Administrative and student records will be maintained and available for review as permitted by KUSD Board policy and law.

### Section 5.4 Report Cards - Student Transcripts, Honor Roll

Details regarding honor roll are contained in the Harborside Academy Governance Board Incorporated's continuing resolutions.

Student report cards will be completed on a semester basis. Transcripts are available upon request. Harborside Academy transcripts will not reflect class rank. Parents or students may request class rank to be included on the a transcript. Harborside Academy will follow a modified version of the KUSD Cum Laude system that is reflective of the percent of possible AP and honors level courses that are available to students.

### Section 5.5 Transportation

Transportation will be offered at ~~this charter school~~ Harborside Academy for high school students only in the same manner that it is provided to students ~~that attend~~ attending other local choice high schools. Transportation costs are to be paid from within the Harborside Academy budget. Transportation is not available in ~~M~~middle ~~S~~school, grades six through eight.

### Section 5.6 Employee Status

Harborside Academy employees are considered KUSD employees and, therefore, are entitled to the same wages and benefits as other KUSD employees.

### Section 5.7 Teacher Qualifications

All staff members of Harborside Academy will meet the requirements for charter school personnel set by the State of Wisconsin and KUSD policy. Teachers will be expected to have an aptitude for the EL Education model of teaching. Appendix A contains the teacher job description used for hiring staff. Harborside Academy staff will be interviewed and hired by the ~~P~~principal and in accordance with KUSD and HR hiring practices.

### Section 5.8 Teacher Transfers

Any teacher transferring into Harborside Academy must agree with the philosophy and expectations in the job description attached to this document as Appendix A. The teacher and school principal at Harborside Academy must agree that the teacher can and will meet the expectations in order to successfully complete the job requirements as described within the job description. If ~~the principal feels~~ it is determined that a transferring

teacher is unwilling or is unprepared to perform the duties assigned within the job description, that teacher will not be placed at Harborside Academy.

### **Section 5.9 Student Health and Safety**

All applicable **KUSD** health and safety policies will be adhered to, including fire and safety drills. OSHA safety procedures will be in place.

### **Section 5.10 Student Discipline/Behavior Policies**

All KUSD student behavior ~~policies~~ and Code of Conduct ~~policies~~ will be followed. In addition, other rules and regulations may be developed. All students and their families will ~~receive notification of unique~~ be notified about rules and regulations **unique to Harborside Academy**.

### **Section 5.11 Discipline Procedure**

Due process procedures will be followed in reaching ~~any~~ discipline decisions, including removal from Harborside Academy.

### **Section 5.12 Public School Alternatives/ Voluntary Attendance**

No student is required to attend Harborside Academy. Students who do not attend Harborside Academy will attend their attendance area school or another choice school. These schools include: Tremper High School, Indian Trail ~~Academy and High School~~ High School and Academy, Bradford High School, Lakeview Technology Academy, Reuther Central High School, and the Kenosha E-School.

### **Section 5.13 School Calendar**

Harborside Academy will generally follow the KUSD calendar. However, the unique educational program at Harborside Academy necessitates flexibility when scheduling the school day and calendar.

Intensive elective classes are one example of ~~how the the unique needs in the~~ Harborside Academy calendar. ~~is unique.~~ There will be a staff work day **for final exam grading and grade reporting** before intensives start each semester. ~~for final exam grading and grade reporting.~~ *(This is a challenging and long day, but Harborside Academy teachers are required to grade final exams and submit grade results by 11:00 am on the teacher work day so that all students can, ~~therefore~~, be scheduled into the correct elective, academic or Habits of Success (HoS) intensive which start the following day. Most KUSD teachers are afforded 2-3 weeks to grade final exams and submit grades. However, due to intensives, this timeframe is not possible for Harborside Academy teachers.)*

Parent conferences are another example of ~~how the schedule is different~~ the unique scheduling needs at Harborside Academy. Conferences at Harborside Academy follow the student-led conference format and will, therefore, be individually scheduled for all students in grades 6-12. All staff are required to spend a full seven hours ~~in the evenings outside of the regular school day~~ to effectively accommodate all students' conferences.

Harborside Academy will ~~also~~ have **additional** calendar variations due to passage presentations, celebration of learning/work exhibition nights, and student camps. These requirements again impact staff expectations as all staff are expected to ~~to~~ stay late seven hours (*spread over two evenings*) to conduct passages; and seven hours to conduct two 3 ½ hour celebrations of learning. All staff are expected to stay overnight to supervise and conduct student activities at all camp experiences. Due to these variations in the student ~~schedules~~ calendar, the Harborside Academy staff calendar will vary accordingly, including one day off in the month of January.

*(Remember that Note: Harborside students take final exams the week before intensive electives start. Therefore, the three half days in the KUSD calendar established for final exams at ~~the~~ comprehensive schools are not conducive to the Harborside Academy intensive schedule. As a result, the three half days for finals are condensed into one full day and a singular half day. This allows the Harborside ~~Academy~~ Governance Board Incorporated to move the district work day up one day in the calendar. The Friday of exam week is then*



*allocated to reconcile a portion of the extra time that ~~the~~ Harborside Academy staff is required to contribute due to participation in student led conferences, passage presentations, work exhibitions, and camps.)*

Harborside Academy, similar to other choice schools in Kenosha, will be dismissed at 2:30 pm every day so that high school students are able to take shuttle busses back to their boundary school to take advantage of district bussing.

For the remainder of the school calendar, all students and staff at Harborside Academy, grades 6-12, will follow the current KUSD high school calendar, including staff development days.

Harborside Academy's student/teacher contact minutes may not reflect ~~the~~ district or state norms.

## ARTICLE VI: ENROLLMENT

### Section 6.1 Admission Requirements

Students wishing to attend Harborside Academy middle school will register by returning a student interest form. High school students wishing to attend Harborside Academy will express interest through the district high school selection form. If more students express interest in grades six ~~6~~ or nine ~~9~~ than the number of open spaces, a random lottery will be used for admission. Harborside Academy middle school students in eighth grade who are moving into ninth grade will be awarded automatic placement into the high school as long as they submit the proper selection/ interest form by the designated date.

### Section 6.2 Racial/Ethnic Balance Goals and Methods

Enrollment at Harborside Academy is open to all students in Kenosha Unified School District in grades six through twelve. The traditional geographic boundaries that exist in KUSD schools do not affect Harborside Academy. Harborside Academy will not deny access to any student based on gender, gender expression, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, color, or physical, mental, emotional or learning disability. Equitable access for all students has been a priority for ~~this the~~ Harborside Academy planning team. Steps taken include:

- ❑ On the School Selection form, students are not asked to identify their gender, gender expression, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, color, or physical, mental, emotional or learning disability. Students ~~simply~~ list ~~only~~ their name and contact information. From that point, the student names are entered into a random lottery process. Selection of students is completely random.
- ❑ In order to promote equal student representation, Harborside Academy will carefully plan all recruitment efforts so that everyone in the community has a chance to learn about the school. Parent information meetings will be held at ~~each of~~ the middle schools in KUSD. Information about the school will also be mailed to all fifth graders ~~not~~ currently ~~not~~ enrolled in KUSD charter schools.

Students selected in the lottery will be given a designated time period to sign and return the Harborside Academy acceptance letter/contract. Students who do not return ~~that the~~ form by the designated date will be denied admission and replaced by a student ~~on~~ from the waiting list.

### Section 6.3 Student Acceptance

Once a student has been admitted to Harborside Academy, ~~he or she~~ they may remain in attendance through subsequent grades. A waiting list will be established for students who cannot be accommodated during the enrollment period. If more students apply than can be placed in the school by the end of the enrollment period, students will be selected through a lottery system. The waiting list will be established for students who are not accepted through the initial lottery process. If the lottery process is not needed and there are more spaces left open after the enrollment period, additional students will be accepted on a first come, first served basis. Siblings of current students will be exempt from the lottery. ~~(If a sibling is enrolled at the time of the lottery, interested students who apply will be automatically accepted into grades 6 – 12.)~~ Children of Harborside Academy staff members or Harborside Academy Governance Board Incorporated members who apply are also exempt from the lottery. ~~(However Note: The number of students in this situation cannot exceed two five percent of the total school population.)~~ All transfer students who are interested in attending Harborside Academy must have earned a minimum of five credits by the end their first year of high school, ten credits by the end of their second year of high school, and seventeen credits by the end of their third year of high school in order to be considered for acceptance. ~~(Note: Specific credits also matter earned by students are also considered for acceptance. Harborside Academy must be able to create a schedule for the student that depends~~

~~on the availability of the and their specific courses needed~~→ while also ~~This is necessary to~~ maintaining the continuity of the unique educational progression ~~students experience at each grade level.~~)

#### Section 6.4 Discontinuance of Student Enrollment

As with the other Kenosha **Unified** choice schools, students who are enrolled to attend Harborside Academy after April 1<sup>st</sup> of any given year have made a commitment to attend the school for at least one year. However, once that commitment has passed, no student will be compelled to attend Harborside Academy. Attendance at Harborside Academy is based on student and parent choice.

Students ~~that who~~ fail to achieve a minimum number of academic credits, or students for whom ~~we cannot build a schedule a class schedule cannot be built~~, will not be allowed to return to Harborside Academy due to the school's schedule and inability for students to make up missing credits. Students who earn fewer than the total cumulative credits listed below will also be asked to return to their home school at the end of the year. (Note: completing credits through summer school is allowed.)

6<sup>th</sup> Grade – 5 MS credits

7<sup>th</sup> Grade – 10 MS credits

8<sup>th</sup> Grade – 15 MS credits

9<sup>th</sup> Grade – 5 credits

10<sup>th</sup> Grade – 10 credits

11<sup>th</sup> Grade – 17 credits

If these rules conflict with a student's IEP, 504, or CSI or agreement, the IEP, 504, or CSI agreement will take precedence.

## ARTICLE VII: TUITION AND FEES

### Section 7.1 Tuition

No tuition will be charged at Harborside Academy. As a KUSD instrumentality charter, Harborside Academy may ~~Charter schools~~ choose ~~whether~~ to collect student fees to defray costs of instructional materials, field trips/activities, and/or consumable materials.

# **CHARTER SCHOOL PROGRAM DESCRIPTION**

## **ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY**

### **Section 8.1 Curriculum**

Curriculum will be determined by the staff in conjunction with the mission and educational program of the school and aligned with the standards of KUSD. Harborside Academy's instructional program is centered upon a rigorous interdisciplinary, thematic curriculum. Flexible scheduling and team planning throughout the academic program allows for frequent collaboration and coordination between disciplines. Advanced Placement and honors courses are offered based upon student interest and readiness. Teachers at Harborside Academy will use instructional methods that promote deep understanding, higher order thinking, and student independence for all learners. Each semester of work that meets or exceeds all course standards will earn credit.

In grades six through twelve, all students will be expected to successfully complete the following:

#### Grades 6 - 8

- 3 credits (3 years) of English
- 3 credits (3 years) of social studies
- 3 credits (3 years) of mathematics
- 3 credits (3 years) of science
- 2 credits (3 years) of foreign language (0.5 in 6<sup>th</sup> grade, 0.5 in 7<sup>th</sup> grade, 1.0 in 8<sup>th</sup> grade)
- 1.5 credits (3 years) of health/physical education
- 3 years of Crew
- 1.5 credits of additional elective credits (e.g. art, music)

#### Grades 9 - 12

- 4 credits (4 years) of English
- 3.5 credits (3.5 years) of social studies
- 3 credits (3 years) of mathematics
- 3 credits (3 years) of science
- 2 credits (2 years) of foreign language (unless excused by a parent/guardian)
- 2 credits (2 years) of health/physical education
- 4 years of Crew
- Additional elective credits are added to required courses, to achieve 23.5 minimum credits for graduation. Harborside seniors will be required to take a minimum of five credits plus Crew per semester to be considered full-time students.

### **Section 8.2 Grades**

Harborside Academy is a grade six through twelve college preparatory school whose graduates ~~will~~ aim to attend post-secondary education. Targeted enrollment will be approximately 50 students per grade level in grades six through eight, and approximately 110 students per grade level in grades nine through twelve. The school, which will enroll approximately 590 students, offers a rigorous academic program within a personalized learning environment, and prepares all students for success in college and beyond. Immersed in an ethos of service and teamwork, Harborside Academy students are challenged to take the reins of community leadership and to understand and meet the demands of the modern workplace.

## **Educational Program**

## Section 8.3 Instructional Practice

Innovative teaching methodologies focusing on active participation and student engagement will be used at Harborside Academy. Strategies from the EL Education model will be blended, varied, and memorable to create powerful learning experiences. ~~The S~~strategies ~~used that characterize Harborside Academy's instructional practice~~ include ~~these~~: (Socratic) Seminar, Conceptual Models, Text Rendering, World Café, Gallery Walks, Building Background Knowledge (BBK) Workshops, Didactic Instruction, and student coaching techniques. ~~While this is not an exhaustive list, it represents strategies that characterize Harborside Academy's instructional practice.~~

Harborside Academy will use its organizational structures and systems to help students attain the dispositions and skills outlined in Wisconsin Statutes 118.01. Harborside Academy's staff will embrace the school's small size, its commitment to interdisciplinary teaching, and the field-based experiences at the core of EL Education. The structures to foster these skills in a highly effective manner will include the following:

- Learning Expeditions: Learning expeditions are the core experience within the academic program which explore content and skills within major disciplines during an in-depth examination of a compelling topic. Often that topic will start with issues or events of local interest that relate to larger areas of study, and conclude in a student-completed product valuable to an external audience.
- Schedules: Harborside Academy will organize the master schedule to promote and support deep, understanding, higher order thinking, and student independence. Classes are taught within a flexible schedule, the school calendar organized by semesters. Daily schedules and the school calendar feature opportunities for extended days.
- Heterogeneous Grouping: ~~All Harborside Academy's~~ students will complete their courses and demonstrate academic mastery at a high level. Teachers and school staff will support students who seek additional challenges beyond the shared curriculum. (Exceptions, where students might be organized into classes based on academic ability and prior skill development, might include a student working towards credit in an honors or AP level course.)
- College-Bound: EL Education Network Schools believe that all of their students should pursue post-secondary education, considering a college or university education as their primary goal upon graduation.
- Student-led Family-Teacher Conferences: Harborside Academy insists upon students taking an active role in their education. The family conference is a cornerstone activity within that process. During ~~these family-teacher~~ conferences, students lead a discussion of their accomplishments, needs, and goals as learners based upon work and feedback they have collected.
- Eighth, Tenth and Twelfth Grade Passage Portfolios: The Passage Portfolio is a collection of a student's work in his or her courses accompanied by pieces of self-assessment and reflection. All students must successfully complete ~~a passage portfolio~~ before moving on to the next grade level or graduation. During their Passage, students discuss their learning and their readiness for the next level of school with staff, ~~and~~ family, and ~~other~~ community ~~members~~.
- Senior Project: A Senior Project will be designed by each student around a particular passion or field of interest. Each project will have service and curriculum connections. Coursework and personal interests will likely inform the specific topic and/or passion that the senior will pursue in more depth. Seniors will be coached through this process during their ~~junior and~~ senior Crew.
- Adventure Education: Each year, all students will participate in multi-day, off-campus wilderness adventures. Supervised by trained staff and chaperoned by teachers and school staff, these experiences are designed to build community and teach important lessons related to the school's vision. ~~EL Education philosophy?~~

- Service: Harborside Academy high school students are required to complete at least fifteen hours of community service each school year. Middle school students must complete at least ten service hours per year. This work accounts for ten percent of each student's Crew grade. Student service hours are turned in ~~each year~~ annually to Crew teachers by the end of the school year. Service hours can be accrued the summer before ~~the~~ a school year begins. Service hours ~~beyond~~ exceeding the required number of hours cannot be rolled over to the next school year. Students who record more than 100 service hours during their high school career will receive a special distinction on their diploma.
- Summer School: Harborside Academy will participate in KUSD summer school programming. Harborside Academy's summer school program will continue to run with Reuther Central High School and will be a standards-based program designed to re-teach skills that students did not learn throughout the traditional school year. All Harborside Academy students who fail classes throughout the school year will be expected to make up those credits in summer school.
- Special Education: Harborside Academy will actively work to recruit and maintain a student demographic that is similar to other schools within the community. Therefore, Harborside Academy will offer special education services to students with an Individualized Education Plan. A full continuum of services may not be provided, but an inclusive model of support will be provided for Harborside Academy in the same manner that is provided for all other students within KUSD. As agreed upon by the Board in 2009, special education costs are included in the District's twenty percent of the budget.

## Section 8.4 The Design Principles

All EL Education Network Schools adhere to a common set of beliefs and structures for teaching and learning. The design principles express the philosophy of education and core values of EL Education. Drawn from the work of Outward Bound's founder, Kurt Hahn, and other educational leaders, they shape school culture and provide a foundation for the moral purpose of schools.

- The Primacy of Self-Discovery: Learning happens best with emotion, challenge, and the requisite support. People discover their abilities, values, passions, and responsibilities in situations that offer adventure and the unexpected. In EL Education Network Schools, students undertake tasks that require perseverance, fitness, craftsmanship, imagination, self-discipline, and significant achievement. A teacher's primary task is to help students overcome their fears and discover they can do more than they think they can.
- The Having of Wonderful Ideas: Teaching fosters curiosity about the world by creating learning situations that provide something important to think about, time to experiment, and time to make sense of what is observed.
- The Responsibility for Learning: Learning is both a personal process of discovery and a social activity. Everyone learns both individually and as part of a group. Every aspect of an EL Education Network School encourages both children and adults to become increasingly responsible for directing their own personal and collective learning.
- Empathy and Caring: Learning is fostered best in communities where students' and teachers' ideas are respected with<sup>2</sup> mutual trust. Learning groups in EL Education Network Schools are small, with a caring adult looking after the progress and acting as an advocate for each child. Older students mentor younger ones, and students feel physically and emotionally safe.
- Success and Failure: All students need to be successful if they are to build the confidence and capacity to take risks and meet increasingly difficult challenges. ~~But~~ It is also important for students to learn from their failures, to persevere when things are hard, and to learn to turn challenges into opportunities.
- Collaboration and Competition: Individual development and group development are integrated so that the value of friendship, trust, and group action is clear. Students are encouraged to compete not against each other, but with their own personal best and with rigorous standards of excellence.



- *Diversity and Inclusion:* Both diversity and inclusion increase the richness of ideas, creative power, problem-solving ability, and respect for others. In EL Education Network Schools, students investigate and value their different histories and talents as well as those of other communities and cultures. Schools and learning groups are heterogeneous.
- *The Natural World:* A direct and respectful relationship with the natural world refreshes the human spirit and teaches the important ideas of recurring cycles and cause and effect. Students learn to become stewards of the earth and of future generations.
- *Solitude and Reflection:* Students and teachers need time alone to explore their own thoughts, make their own connections, and create their own ideas. They also need time to exchange their reflections with other students and adults.
- *Service and Compassion:* We are Crew, not passengers. Students and teachers are strengthened by acts of consequential service to others. One of an EL Education Network School's primary functions is to prepare students with the attitudes and skills to learn from and be of service.

## Section 8.5 Core Practice Benchmarks

The Core Practice Benchmarks describe ~~EL Education in practice~~ what teachers, students, school leaders, families, and other partners do in fully implemented EL Education Network Schools. The five core practices ~~are:~~ curriculum, instruction, student-engaged assessment, culture and character, and leadership ~~and~~ work in concert and support ~~of~~ one another to promote high achievement through active learning, character growth, and teamwork.

The Core Practice Benchmarks serve several purposes. They provide a comprehensive overview of the EL Education practices, a planning guide for school leaders and teachers, a framework for designing professional development, and a tool for evaluating implementation.

Learning expeditions will be implemented throughout the curriculum. Within the expeditions, teachers will design compelling topics and create guiding questions that will drive the instruction. Teachers will link projects to the learning and ask students to design ~~and present~~ high-quality products. Teachers will also connect learning to the real world by incorporating fieldwork, local expertise, and service learning into the classroom. ~~Students at Harborside Academy will be asked to produce and present high-quality student work. —~~

Teachers will ~~also~~ use an active pedagogy within their classrooms. Effective instructional practices will be used schoolwide. Teachers will teach reading and writing across the disciplines. They will teach inquiry-based math, science, and social studies. Teachers will also use effective assessment practices ~~like including~~ portfolio assessment and standards-based assessment.

Building a positive school culture and fostering character is critical to the success of ~~this school~~ Harborside Academy. Staff will ensure equity within the school and uphold high expectations for student behavior by establishing a building-wide plan for discipline and consistent school procedures for the students to follow. The students will also be expected to follow a ~~more stringent~~ dress code ~~where blue jeans, sweats, and t-shirts are not allowed~~ that is included with the student enrollment acceptance letter/contract.

Harborside Academy will ~~also~~ emphasize adventure and fitness. Students will participate in yearly Outward Bound Experiences where they will leave campus with the staff. Students will ~~be able to have opportunities to~~ participate in active learning that emphasizes academic excellence and team building. The school staff will ~~also~~ strive to develop a professional community that engages families in the learning process.

The staff at Harborside Academy will provide effective leadership in curriculum, instruction, and school culture. The staff will ~~also work to~~ create the structures necessary to accomplish these lofty goals. For example,



students in good academic standing, with parent permission, will be dismissed early on Friday afternoons so that staff can work with students **in smaller groups**. Students who are not in good academic standing will be required to remain for the full length of the day to work in an intervention-type setting. Staff members will **also** participate in mandatory summer training sessions and attend in-services/workshops in order to be trained in EL Education's methodology.

## Section 8.6 Electives

- *Student Partnership*: Juniors and seniors may choose to work with a teacher to design and prepare a student partnership. Student partnerships are internship-type experiences. ~~Student partnership experiences that~~ may happen off-campus at local businesses.
- *Enrichment Intensives*: Enrichment intensives are non-credit, weeklong courses. Students at Harborside Academy can engage in a range of activities, including interest-based topics such as, but not limited to: anthropology, exercise and sports science, or archeology. Enrichment intensive courses will be selected and designed by Harborside Academy staff and will be reflected by specific name on ~~a student's~~ **students'** electronic transcripts. Enrichment intensive courses will be optional for second semester seniors who are on track to graduate. Harborside Academy has the autonomy to create and add enrichment intensive courses to the course catalog for scheduling.
- *Academic Intensives*: Academic intensives are non-credit, weeklong courses designed for remediation that allow for credit recovery depending on students' academic progress. Students **who** are failing any course or Habits of Success (HoS) grade at the time of intensives will take a zero-credit academic intensive. Harborside Academy staff will track data relating to academic intensives. Data ~~will be kept~~ identifying the total number of students taking this course per grade level, the total failing grades per grade level, and the total passing grades earned during intensives **will be kept**.
- *Crew*: Harborside Academy Crews are teams of students and an adult advisor who meet regularly to discuss academic issues, share accomplishments, and solve individual or school dilemmas. They also organize student work for conferences, portfolios, exhibitions, or passages. Critical to ~~the school's~~ **Harborside Academy's** goal of knowing all students well, Crew both cares for students and gives them opportunities to know themselves and each other better.
- *Articulated & Transcribed Credit Courses*: Harborside will participate in articulation agreements between KUSD and Gateway Technical College (GTC). Harborside has worked with the staff at GTC to offer transcribed credit courses. Description of the courses agreed to by Harborside and GTC are contained in the Harborside Governance Board's ~~Incorporated's~~ continuing resolutions as defined by Harborside Governance Board **Incorporated** Policies. Harborside may seek articulated and transcribed credit courses at other accredited institutions of higher education.

## Section 8.7 Honors Programming

Harborside Academy students in grades 6 – 8 will have the option to complete honors level assignments in their core subject classes. Weighted honors credits will be offered at Harborside Academy for grades 9 - 12. With the exception of math, chemistry, physics, and ~~Advanced Placement AP~~ classes, all honors level classes will be heterogeneously grouped. Select elective courses will be offered for honors credit, including: 9 – 12 music (instrumental and choral), 9 – 12 yearbook, 9 – 10 ceramics, 10 biotech, 11 – 12 ~~drawing, 11—12 painting and printmaking~~ **Advanced Digital Graphics**, 11 – 12 Principles of Engineering.

## Section 8.8 AP Courses

Harborside Academy will offer AP Courses to ~~juniors and seniors~~ **students starting freshman year** in areas where certified staff is available and enough students are interested. Similar to other KUSD high school

students, if their schedule permits, Harborside Academy students will be allowed to travel to another school to take an AP course that is not offered at Harborside Academy.

## The Design Principles and Core Practices

All EL Education Network Schools adhere to a common set of beliefs and structures for teaching and learning. The design principles express the philosophy of education and core values of EL Education. Drawn from the work of Outward Bound's founder, Kurt Hahn, and other educational leaders, they shape school culture and provide a foundation for the moral purpose of schools.

- The Primacy of Self-Discovery: Learning happens best with emotion, challenge, and the requisite support. People discover their abilities, values, passions, and responsibilities in situations that offer adventure and the unexpected. In EL Education Network Schools, students undertake tasks that require perseverance, fitness, craftsmanship, imagination, self-discipline, and significant achievement. A teacher's primary task is to help students overcome their fears and discover they can do more than they think they can.
- The Having of Wonderful Ideas: Teaching fosters curiosity about the world by creating learning situations that provide something important to think about, time to experiment, and time to make sense of what is observed.
- The Responsibility for Learning: Learning is both a personal process of discovery and a social activity. Everyone learns both individually and as part of a group. Every aspect of an EL Education Network School encourages both children and adults to become increasingly responsible for directing their own personal and collective learning.
- Empathy and Caring: Learning is fostered best in communities where students' and teachers' ideas are respected with? Mutual trust. Learning groups in EL Education Network Schools are small, with a caring adult looking after the progress and acting as an advocate for each child. Older students mentor younger ones, and students feel physically and emotionally safe.
- Success and Failure: All students need to be successful if they are to build the confidence and capacity to take risks and meet increasingly difficult challenges. But it is also important for students to learn from their failures, to persevere when things are hard, and to learn to turn challenges into opportunities.
- Collaboration and Competition: Individual development and group development are integrated so that the value of friendship, trust, and group action is clear. Students are encouraged to compete not against each other, but with their own personal best and with rigorous standards of excellence.
- Diversity and Inclusion: Both diversity and inclusion increase the richness of ideas, creative power, problem-solving ability, and respect for others. In EL Education Network Schools, students investigate and value their different histories and talents as well as those of other communities and cultures. Schools and learning groups are heterogeneous.
- The Natural World: A direct and respectful relationship with the natural world refreshes the human spirit and teaches the important ideas of recurring cycles and cause and effect. Students learn to become stewards of the earth and of future generations.
- Solitude and Reflection: Students and teachers need time alone to explore their own thoughts, make their own connections, and create their own ideas. They also need time to exchange their reflections with other students and adults.
- Service and Compassion: We are Crew, not passengers. Students and teachers are strengthened by acts of consequential service to others. One of an EL Education Network School's primary functions is to prepare students with the attitudes and skills to learn from and be of service. (Moved above)

## Core Practice Benchmarks

~~The Core Practice Benchmarks describe EL Education in practice: what teachers, students, school leaders, families, and other partners do in fully implemented EL Education Network Schools. The five core practices: curriculum, instruction, student-engaged assessment, culture and character, and leadership work in concert and support one another to promote high achievement through active learning, character growth, and teamwork.~~

~~The Core Practice Benchmarks serve several purposes. They provide a comprehensive overview of the EL Education practices, a planning guide for school leaders and teachers, a framework for designing professional development, and a tool for evaluating implementation.~~

~~Learning expeditions will be implemented throughout the curriculum. Within the expeditions, teachers will design compelling topics and create guiding questions that will drive the instruction. Teachers will link projects to the learning and ask students to design high-quality products. Teachers will also connect learning to the real world by incorporating fieldwork, local expertise, and service learning into the classroom. Students at Harborside Academy will be asked to produce and present high-quality student work.—~~

~~Teachers will also use an active pedagogy within their classrooms. Effective instructional practices will be used schoolwide. Teachers will teach reading and writing across the disciplines. They will teach inquiry-based math, science, and social studies. Teachers will also use effective assessment practices like portfolio assessment and standards-based assessment.~~

~~Building a positive school culture and fostering character is critical to the success of this school. Staff will ensure equity within the school and uphold high expectations for student behavior by establishing a building-wide plan for discipline and consistent school procedures for the students to follow. The students will also be expected to follow a more stringent dress code where blue jeans, sweats, and t-shirts are not allowed that is included with the student enrollment acceptance letter/contract.~~

~~Harborside Academy will also emphasize adventure and fitness. Students will participate in yearly Outward Bound Experiences where they will leave campus with the staff. Students will be able to participate in active learning that emphasizes academic excellence and team building. The school staff will also strive to develop a professional community that engages families in the learning process.~~

~~The staff at Harborside Academy will provide effective leadership in curriculum, instruction, and school culture. The staff will also create the structures necessary to accomplish these lofty goals. For example, students in good academic standing, with parent permission, will be dismissed early on Friday afternoons so that staff can work with students. (Students who are not in good academic standing will be required to remain for the full length of the day to work in an intervention-type setting. Staff members will also participate in mandatory summer training sessions and attend in-services/workshops in order to be trained in EL Education's methodology.-(Moved above)~~

## **Methods of Measuring Student Progress**

### **Section 8.9 Laude System**

Rather than using a traditional class ranking system based on GPA, students at Harborside Academy will be recognized through the laude system. The laude system establishes tiers of achievement that recognize students for the rigor of their academic program as well as their success in coursework.

The Laude creates a fair system that allows all students to be honored for their achievements, rather than to just recognize the top few in a graduating class. Laude allows students to challenge themselves to do their best

rather than asking them to compete with their peers for the top status. Finally, a laude system also allows students to take traditional level courses that they may be interested in without jeopardizing their laude status.

A range of weighted grade point averages determines the various laude tiers including summa cum laude, magna cum laude, and cum laude. The table below shows the laude system for students at Harborside Academy.

<b>Laude Recognition</b>	<b>Weighted Grade Point Average Range</b>
Summa Cum Laude (Highest Honor)	4.300-5.000
Magna Cum Laude (Great Honor)	4.000-4.299
Cum Laude (Honor)	3.700-3.999

Advanced placement courses will carry more weight than honors or traditional courses in the weighted grade point calculation. The table below shows the weight of each type of course:

<b>Course Weight in GPA Calculation</b>			
Grade	AP	Honors	Traditional
A+, A, A-	5	4.5	4
B+, B, B-	4	3.5	3
C+, C, C-	3	2.5	2

### **Section 8.10 Student Evaluations**

Students will be assessed on their mastery of Learning Targets (which are based on KUSD Standards and Benchmarks) and Habits of Success grades.

The Harborside Academy school assessment and graduation process prepares students to do the kinds of work required in college and the workplace. Students graduate and receive a diploma from Harborside Academy by successfully meeting course standards that demonstrate essential skills and knowledge. Students will be regularly assessed, both formally and informally. The form of student assessment will vary depending on instructional goals, but will include: tests, quizzes, papers, projects and labs, as well as portfolios, presentations, performances, and exhibitions (portfolios and work exhibitions are described in more detail below).

### **Section 8.11 Portfolios**

From EL Education Core Practices, <http://eleducation.org/resources/core-practices>:

1. Students archive and organize their work across subject areas using a system that has been agreed upon schoolwide. Students then select specific work for student-led conferences, presentations of learning, and/or passages.
2. Students' portfolios demonstrate proficiency of content and skills over time. They also show students' growth and proficiency regarding habits of scholarship.
3. Portfolios include rubrics linked to learning targets for major projects and assignments.
4. Students' portfolios include multiple drafts, self-reflections, and feedback from teachers that show how their work has improved and how they have met the learning targets.

## Section 8.12 Passages

1. Passages (i.e., portfolio presentations, presentations of learning) require students to take part in traditions that confirm their readiness to move forward in all realms of achievement.
2. Passages may include students sharing: their current levels of proficiency in core subjects, exemplary work from different subject areas, artistic, athletic, and technological accomplishments, service-learning contributions outside of school-or growth and proficiency with relational and Habits of Success performance.
3. The school schedules specific time for passages (e.g., eighth, tenth, and twelfth grades) for all students.
5. Students, with teacher support, analyze their own portfolios to identify quality evidence that demonstrates progress toward academic learning targets, Habits of Success, and readiness for passage.
6. Teachers support students in showcasing their progress and demonstrating their readiness for passage.
7. Teachers support students in practicing presentation skills, such as eye contact, clear articulation of ideas, technology use, and presenting evidence to support their statements.

## Section 8.13 Exhibitions

A celebration of learning, or work exhibition, is a public demonstration that lets students show parents, teachers, and community members what they are learning and doing in school. The exhibit may include: artwork, research, results from an experiment, written work, tests, or other projects. The exhibition demonstrates what has been learned more clearly than just a grade on a report card. It also gives other students ideas that will help them improve their own work and helps to set a standard for excellent work from all students. The exhibition is an important way for us to both celebrate work and hold students and the school accountable to parents and others who care about ~~our school~~ Harborside Academy.

## Section 8.14 Academic Grading Language and Scale

Harborside Academy will utilize a standards-based grading model. Each Harborside Academy course will be built around *power standards*. Power standards are based on district standards, which are bundled together, using a commonality of skills and written in student accessible language so they can be used to guide student self-assessment.

Teachers will use short-term, daily learning targets to support power standards. Learning targets take the abstract language of the district standards and place them in a concrete context. For example, “I can write an editorial article about the current plans for reclamation of Rocky Flats that uses evidence to be persuasive.”  
~~This target makes sense to students and if students meet this target, they have clearly made progress toward the standard.~~

When teachers provide feedback to students about their progress toward a standard, they will use the following language and scoring system:

How their evidence of understanding relates to the target	Standard – Based Grade	Associated Letter Grade shown on report card at semester
Mastery toward standard	4	A
Proficient toward standard	3	B
Developing toward standard	2	C

Does not meet expected standard	0	F/ INC
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For ~~each~~ major assessments, teachers will develop *rubrics* (often with student input) that explain the requirements that students ~~will have to must~~ attain in order to meet or exceed the standard.

What specifically do these grades say about student achievement on a particular assessment or standard?

0 = Does Not Meet Expected Standard: A "0" is given when, in the absence of extenuating circumstances (e.g. an excused absence), a student does not demonstrate substantive progress towards meeting the standards or criteria of a given assessment by an established deadline. This may mean that a student has not met the majority of performance indicators or criteria for that assessment, or that they have not genuinely attempted to meet the rubric criteria.

2 = Developing Toward Standard: A "2" is given when a student has demonstrated a substantive attempt to meet the standards of a given assessment, but needs more time to achieve competency. This may mean a student has met the majority of the performance indicators or criteria for that assessment or genuinely attempts to meet the rubric criteria.

3 = Proficient Toward Standard: A "3" is given when the student's work fundamentally meets the standard being assessed and the assessment requirements. It is competent work that demonstrates the essential skills and knowledge for that grade level or course. *All* of the criteria for Meets the Standard (e.g., in the rubric) are demonstrated in the work.

4 = Mastery Toward Standard: A "4" is given when the student's work goes substantially above and beyond the course standards in quality. The work may not be perfect, but it includes complexity, sophistication, originality, depth, synthesis and/or application that clearly exceeds what would be expected to meet the standards in this assessment. Sometimes, a student will have to opt to complete a particular task(s) or prompt(s), not required of all, in order to be eligible for Mastery.

Student report cards and transcripts will reflect academic letter grades A, B, C, or F equivalent to other KUSD students. (~~As in the past~~*Note: Harborside Academy will not have a D in the academic grading scale, unless approved by Harborside Governance Board Incorporated due to extenuating circumstances. Scores below a seventy percent will ~~be~~ result in a failing grade.*)

## Section 8.15 Standardized Testing

Harborside Academy students will participate in all district testing including the MAP tests in grades 6-~~10~~ 8, the WI Forward exam in grades 6-8 and 10, the ACT Aspire in 9th and 10th grades, and the ACT in 11th grade.

## Section 8.16 Habits of Success Grades

As evident in ~~our~~-its practices and procedures, Harborside Academy places an important value on students demonstrating high Habits of Success in all they do both at school and in the community. In such, students are not only graded on academic performance, but development of Habits of Success as well. The Habits of Success grading system was built on a set of targets that students at Harborside Academy helped to develop. These targets include:

Learning Target #1: I am a student with INTEGRITY.

Learning Target #2: I am a RESPECTFUL student.

Learning Target #3: I am a COOPERATIVE student



Learning Target #4: I am a student with TENACITY

Learning Target #5: I am a positive LEADER.

Learning Target #6: I use HUMOR appropriately.

Because of the importance of these Habits of Success grades, students receive two grades for each course they are enrolled in at Harborside Academy. They receive an academic grade, which they earn by showing evidence of progress toward the learning targets for the course. They also receive a Habits of Success grade which they earn by demonstrating behavior in the six Habits of Success learning targets. *Students must earn a C- or better, both academically and in Habits of Success, to earn credit for ~~that~~ a course.* Specifics relating to Habits of Success grades can be found in the Harborside ~~Academy~~ Governance Board's ~~Incorporated's~~ continuing resolutions.

### **Section 8.17 Criteria for Granting a High School Diploma**

In order to qualify for and be granted a high school diploma, Harborside Academy students must complete the same graduation requirements as other Kenosha Unified School District ~~S~~students. (These requirements are outlined in the charter school program description ~~throughout Article VIII.~~)

### **Section 8.18 Students with Disabilities**

Harborside Academy shall provide services and accommodations to students with disabilities required by applicable law and with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act of 1973 (Section 504), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program (IEP) recommended by a student's IEP team. Harborside Academy shall also comply with all applicable federal and state laws, rules, policies, procedures, and directives regarding the education of students with disabilities.

Students with IEP or 504 services that are interested in attending Harborside Academy, will hold an IEP review with both a team from Harborside Academy, as well as, the sending school's team to determine if all services can be met due to the size and services Harborside Academy can provide. If through the IEP review, it is determined that Harborside Academy cannot meet the services of the students, Harborside Academy will recommend a change in placement to another KUSD school that can meet the needs of the student's aids and services.

### **Report Cards – Student Transcripts, Honor Roll**

~~Details regarding honor roll are contained in the Harborside Academy Governance Board's continuing resolutions.~~

~~Report cards will be completed on a semester basis. Transcripts are available upon request. Harborside Academy transcripts will not reflect class rank. Parents or students may request class rank to be included on the transcript. Harborside Academy will follow a modified version of the KUSD Cum Laude system that is reflective of the percent of possible AP and honors level courses that are available to students. (Moved to different section)~~

## **Employee Status**

~~Harborside Academy employees are considered KUSD employees and, therefore, are entitled to the same wages and benefits as other KUSD employees. (Move to different section)~~

## **Teacher Qualifications**

~~All staff members of Harborside Academy will meet the requirements for charter school personnel set by the State of Wisconsin and KUSD policy. Teachers will be expected to have an aptitude for the EL Education model of teaching. Appendix A contains the teacher job description used for hiring staff. Harborside Academy staff will be interviewed and hired by the Principal. (Moved to different section)~~

## **Teacher Transfers**

~~Any teacher transferring into Harborside Academy must agree with the philosophy and expectations in the job description attached to this document as Appendix A. The teacher and school principal at Harborside Academy must agree that the teacher can and will meet the expectations in order to successfully complete the job requirements as described within the job description. If the principal feels that a transferring teacher is unwilling or is unprepared to perform the duties assigned within the job description, that teacher will not be placed at Harborside Academy. (Moved to different section)~~

## **Student Health and Safety**

~~All applicable health and safety policies will be adhered to including fire and safety drills. OSHA safety procedures will be in place. (Moved to different section)~~

## **Racial/Ethnic Balance Goals and Methods**

~~Enrollment at Harborside Academy is open to all students in Kenosha Unified School District in grades six through twelve. The traditional geographic boundaries that exist in KUSD schools do not affect Harborside Academy. Harborside Academy will not deny access to any student based on gender, gender expression, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, color, or physical, mental, emotional or learning disability. Equitable access for all students has been a priority for this planning team. Steps taken include:~~

- ~~❑ On the School Selection form, students are not asked to identify their gender, gender expression, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, color, or physical, mental, emotional or learning disability. Students simply list their name and contact information. From that point, the student names are entered into a random lottery process. Selection of students is completely random.~~
- ~~❑ In order to promote equal student representation, Harborside Academy will carefully plan all recruitment efforts so that everyone in the community has a chance to learn about the school. Parent information meetings will be held at each of the middle schools in KUSD. Information about the school will also be mailed to all fifth graders, currently not enrolled in KUSD charter schools.~~

~~Students selected in the lottery will be given a designated time period to sign and return the Harborside Academy acceptance letter/contract. Students who do not return that form by the designated date will be denied admission and replaced by a student on the waiting list. (Moved to different section)~~

## **Student Acceptance**

~~Once a student has been admitted to Harborside Academy, he or she may remain in attendance through subsequent grades. A waiting list will be established for students who cannot be accommodated during the enrollment period. If more students apply than can be placed in the school by the end of the enrollment period, students will be selected through a lottery system. The waiting list will be established for students who are not~~



~~accepted through the initial lottery process. If the lottery process is not needed and there are more spaces left open after the enrollment period, additional students will be accepted on a first come, first served basis. Siblings of current students will be exempt from the lottery (If a sibling is enrolled at the time of the lottery, interested students who apply will be automatically accepted into grades 6—12.). Children of Harborside Academy staff members or Harborside Academy Governance Board Inc. members who apply are also exempt from the lottery (However, the number of students in this situation cannot exceed two percent of the total school population.). All transfer students who are interested in attending Harborside Academy must have earned a minimum of five credits by the end their first year of high school, ten credits by the end of their second year of high school, and seventeen credits by the end of their third year of high school in order to be considered for acceptance. (Specific credits also matter. Harborside must be able to create a schedule for the student that depends on the availability of the specific courses needed.) This is necessary to maintain the continuity of the unique educational progression. (Moved to different section)~~

## **CRITERIA**

### **Student Discipline/Behavior Policies**

~~All KUSD student behavior policies and Code of Conduct will be followed. In addition, other rules and regulations may be developed. All students and their families will receive notification of unique rules and regulations. (Moved to different section)~~

### **Discipline Procedure**

~~Due process procedures will be followed in reaching any discipline decision including removal from Harborside Academy. (Moved to different section)~~

### **Public School Alternatives/Voluntary Attendance**

~~No student is required to attend Harborside Academy. Students who do not attend Harborside Academy will attend their attendance area school or another choice school. These schools include: Tremper High School, Indian Trail Academy and High School, Bradford High School, Lakeview Technology Academy, Reuther Central High School and the Kenosha E-School. (Moved to different section)~~

### **Tuition**

~~No tuition will be charged. Charter schools choose whether to collect student fees to defray costs of instructional materials, field trips/activities or consumable materials. (Moved to different section)~~

# **FINANCIAL OPERATIONS**

## **ARTICLE IX: FINANCIAL ACCOUNTABILITY**

### **Section 9.1 Financial Records**

All operational and personnel funds will flow through the Kenosha Unified School District and follow all KUSD policies and procedures. A record for all transactions will, ~~therefore,~~ be available ~~as with the~~ financial records of the district. Financial records ~~including an activity account,~~ will be maintained at Harborside Academy and will be available for review. All of the financial operations of Harborside Academy will be available for review by ~~District~~ KUSD staff or any outside auditor employed by ~~the District~~ KUSD.

### **Description of School Facility**

~~The facility used to house the school is owned and maintained by KUSD located at 913 57<sup>th</sup> Street, Kenosha, WI 53140. (Moved to different section)~~

### **Section 9.2 Liability of Insurance**

Liability insurance coverage for Harborside Academy is provided by KUSD and is the same as that which is provided for all KUSD schools.

### **Section 9.3 Effect on the Liability of the School District**

The charter school will adhere to all federal, state, and local laws and regulations (pertaining to liability) and to ~~the~~ KUSD Board's insurance and risk management requirements. Harborside Academy and ~~the Governing Board~~ Harborside Governance Board Incorporated will comply with the KUSD Code of Ethics.

### **Funding by KUSD**

~~Based on the official third Friday attendance, KUSD will credit Harborside Academy eighty percent of the current year maximum revenue per member as determined by the state revenue limit formula. Starting in the fall of 2017 and for subsequent years, Harborside will be credited with eighty (80) percent of the increases in per pupil categorical aide. Similarly, a decrease in future funding would negatively impact the funding credited to Harborside. Carryover of funds is permitted. The remaining twenty percent of the maximum revenue per member for administrative or other services furnished to Harborside Academy. KUSD will pay and offset, against the Direct Cost Budget, all teacher and staff salaries and benefits, rents, equipment and supplies, and other miscellaneous direct expenses of Harborside Academy. Expenses other than established salaries, benefits, and rents shall be paid only upon written requisition to KUSD by Harborside Academy. Any other funds raised by Harborside Academy from outside sources shall be delivered to and maintained by KUSD in a separate account subject to sole discretion of Harborside Academy ("Discretionary Account") following established District policy. Unspent discretionary funds can be carried over from one year to the next. The annual amount of the Direct Cost Budget shall be periodically allocated by KUSD for the use by the Harborside Academy in the operation of the school. In the event of District wide budget reductions, a planning session will be held between KUSD and Harborside in order to determine how the charter school can share the burden of the overall financial loss.~~

### **Section 9.4 Payment by KUSD**

Based on the official third Friday attendance, KUSD will credit Harborside Academy eighty percent of the current year maximum revenue per member as determined by the state revenue limit formula. Starting in the fall

of 2017 and for subsequent years, Harborside Academy will be credited with eighty (80) percent of the increases in per pupil categorical aide. Similarly, a decrease in future funding would negatively impact the funding credited to Harborside Academy.

The remaining twenty percent of the maximum revenue per member and the per pupil categorical aid will be retained by KUSD as reimbursement for administrative or other services furnished to Harborside Academy.

KUSD will pay and offset, against the Direct Cost Budget, all teacher and staff salaries and benefits, rents, equipment and supplies, and other miscellaneous direct expenses of Harborside Academy. Expenses other than established salaries, benefits, and rents shall be paid only upon requisition to KUSD by Harborside Academy.

Any funds raised by Harborside Academy from outside sources shall be delivered to and maintained by KUSD in a discretionary account, following established District policy.

Unspent discretionary funds can be retained from one year to the next and will be accounted for as assigned portions of the general fund balance. Planned use of assigned fund balance must be coordinated with the KUSD CFO.

The annual amount of the Direct Cost Budget shall be periodically allocated by KUSD for the use by Harborside Academy in the operation of the school.

In the event of District-wide budget reductions, a planning session will be held between KUSD and Harborside Academy in order to determine how the charter school can share the burden of the overall financial loss.

### **Section 9.5 Allocation of Federal Funding**

Harborside Academy qualifies for federal funding in the same manner as other KUSD schools. For example, special education funds and title funds are assigned to Harborside Academy using the same criteria as other KUSD schools.

### **Section 9.6 Offsets**

KUSD may offset part or all of any amount that Harborside Academy exceeds the Direct Cost Budget ~~for which it is liable~~ that it is liable for. (No charter is authorized to expend any amounts in excess of the Direct Cost Budget without prior approval of the chief financial officer.)

~~Purchasing All supplies and equipment of Harborside Academy shall be requisitioned and purchased following standard financial procedures and District policy. This includes the periodic audit of the school capital assets in conformance with District policy.~~

### **Section 9.7 Purchasing**

All supplies and equipment of the Harborside Academy shall be requisitioned and purchased following standard financial procedures and all applicable District policies relating to purchasing. (This includes notification of the KUSD Board for purchases of materials or contracts exceeding the established threshold.) This also includes the periodic audit of the school capital assets in conformance with District policy.

~~KUSD Services As part of the twenty percent of per member revenue, KUSD will provide agreed upon services. These include district wide services such as textbook and software adoption, professional development, instructional consultation, federal and district breakfast / lunch program, facility repairs, and inclusion in all federal and state programs at the school's discretion.~~

### **Section 9.7 KUSD Services**

As part of the twenty percent of per member cost, KUSD will provide agreed upon services. These include district-wide services such as textbook and software adoption, professional development, instructional consultation, federal and district breakfast / lunch program, facility repairs, and inclusion in all federal and state programs at the school's discretion. (Please see appendix A "Charter Schools 20% Financing" for full explanation of financial services.)

### **Section 9.8 Fees paid to the Authorizer**

Harborside Academy will pay a yearly fee for bussing to the Kenosha Unified School District. From ~~2014 to 2016~~ 2018 to 2021 this fee has ranged from ~~\$29,628.60 to \$31,668.00~~ \$23,721.50 to \$32,966.40 dollars, based on the exact costs incurred by the District.

Harborside Academy will pay a yearly fee to the Kenosha Unified School District to cover half of the costs of the school liaison officer. From ~~2014 to 2016~~ 2018 to 2021 this fee has ranged from ~~\$40,696.15 to \$40,892.50~~ \$42,890.98 to \$44,719.73 dollars, based on the exact costs incurred by the District.

Harborside Academy will ~~also~~ pay a yearly fee of \$155,000.00 to ~~the~~ Kenosha Unified School District ~~of~~ \$155,000.00 for the use of the facility located at 913 57th Street, Kenosha, WI 53142.

## **ARTICLE X: SCHOOL FACILITIES**

### **Section 10.1 Description of School Facility**

The facility used to house the school is owned and maintained by KUSD located at 913 57<sup>th</sup> Street, Kenosha, WI 53140.

## ARTICLE XI: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

### Section 11.1 Termination of Contract

The Harborside Academy Charter Contract may be terminated by the KUSD Board of Education at any time upon the happening of any of the following circumstances:

#### Section 11.1.1 Mutual Agreement

~~(KUSD and Harborside Academy)~~ must agree in writing to termination.

#### Section 11.1.2 Contract Violation

~~If~~ The KUSD Board determines that Harborside Academy is in violation of the contract.

#### Section 11.1.3 Educational Goals

If the KUSD Board determines that students enrolled in Harborside Academy have failed to make sufficient progress toward attaining the educational goals under Wisconsin Statute 118.01. ~~For example, if Harborside Academy's state report card shows "Does Not Meet Expectations", then this would be a cause for not attaining the educational goals.~~ If an extension of time to attain such goals is requested in writing, such request shall include a written plan, acceptable to the District, setting ~~out~~ forth the additional steps that Harborside Academy will take to attain such educational goals within a reasonable time. The determination of the KUSD Board as to the acceptability of Harborside Academy's written plan for attaining its educational goals shall be final. If the KUSD Board accepts such written plan, or a modified plan, Harborside Academy shall be allowed a reasonable time in which to correct such progress deficiencies.

#### Section 11.1.4 Fiscal Management

~~If~~ The KUSD Board determines that Harborside Academy has failed to comply with generally accepted accounting standards of fiscal management and Board policy.

#### Section 11.1.5 Violation of WI Statute 118.40

~~If~~The KUSD Board determines that Harborside Academy has otherwise violated Wisconsin Statute 118.40.

#### Section 11.1.6 Insolvency

~~If~~ The KUSD Board determines that Harborside Academy revenues are insufficient to pay its expenses as they come due, insolvency could be enacted.

In the event of contract termination, the KUSD Board shall recover all funds, ~~property, and materials~~ advanced to Harborside Academy under the contract to which Harborside Academy is not entitled. The decision of the KUSD Board shall be final.

### Nonsectarian

~~Harborside Academy is nonsectarian in its programs, admissions policies, employment practices, and all other operations. Harborside Academy faculty, staff, equipment, supplies, curriculum, and teaching content shall be free of all religious or other sectarian symbols or influences. (Moved up to different section)~~

### Non-Discrimination Statement

~~Harborside Academy will not deny access to any student based on gender, gender expression, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, color, or physical, mental, emotional or learning disability. (Moved to different section)~~

### **Fees paid to the Authorizer**

~~Harborside Academy will pay a yearly fee for bussing to the Kenosha Unified School District. From 2014 to 2016-2018 to 2021 this fee has ranged from \$29,628.60 to \$31,668.00 (need to fill in amount) dollars based on the exact costs incurred by the district.~~

~~Harborside Academy will pay a yearly fee to the Kenosha Unified School District to cover half of the costs of the school liaison officer. From 2014 to 2016-2018 to 2021 this fee has ranged from \$40,696.15 to \$40,892.50 (need to fill in amount) dollars based on the exact costs incurred by the district.~~

~~Harborside Academy will also pay a yearly fee to the Kenosha Unified School District of \$155,000.00 for the use of the facility located at 913 57th St. (Moved to different section)~~

## **OTHER**

### **Student Records**

~~Copies of standardized testing results and all records required by KUSD policy or law will be maintained in the Harborside Academy office. Administrative and student records will be maintained and available for review as permitted by Board policy and law. (Moved to different section)~~

### **Admission Requirements**

~~Students wishing to attend Harborside Academy middle school will register by returning a student interest form. High school students wishing to attend Harborside will express interest through the district high school selection form. If more students express interest in grades six 6 or nine 9 than the number of open spaces, a random lottery will be used. Harborside Academy middle school students in eighth grade who are moving into ninth grade will be awarded automatic placement into the high school as long as they submit the proper selection/ interest form by the designated date. (Moved to different section)~~

### **Criteria for Granting a High School Diploma**

~~In order to qualify for and be granted a high school diploma, Harborside Academy students must complete the same graduation requirements as other Kenosha Unified School District Students. (These requirements are outlined in the charter school program description on page two of this document.) (Moved to different section)~~

### **Discontinuance of Student Enrollment**

~~As with the other Kenosha choice schools, students who are enrolled to attend Harborside Academy after April 1<sup>st</sup> of any given year have made a commitment to attend the school for at least one year. However, once that commitment has passed, no student will be compelled to attend Harborside Academy. Attendance at Harborside Academy is based on student and parent choice. (Moved to different section)~~

~~-~~  
~~-~~

~~Students that fail to achieve a minimum number of academic credits, or students for whom we cannot build a schedule, will not be allowed to return to Harborside Academy due to the school's schedule and inability for students to make up missing credits. Students who earn fewer than the total cumulative credits listed below will also be asked to return to their home school at the end of the year. (Note: completing credits through summer school is allowed.)~~

~~\_\_\_\_\_6<sup>th</sup> Grade— 5 MS credits  
\_\_\_\_\_7<sup>th</sup> Grade— 10 MS credits  
\_\_\_\_\_8<sup>th</sup> Grade— 15 MS credits  
\_\_\_\_\_9<sup>th</sup> Grade— 5 credits  
\_\_\_\_\_10<sup>th</sup> Grade— 10 credits  
\_\_\_\_\_11<sup>th</sup> Grade— 17 credits~~

~~If these rules conflict with a student's IEP, 504, or CSI or agreement, the IEP, 504, or CSI agreement will take precedence. (Moved to different section)~~

### **Transportation**

~~Transportation will be offered at this charter school for high school students only in the same manner that it is provided to students that attend other local choice high schools. Transportation costs are to be paid from within the Harborside Academy budget. Transportation is not available in Middle School, grades six through eight. (Moved to different section)~~

~~Terms of the Contract The term of the Harborside Academy Charter Contract, as a KUSD instrumentality charter, shall be a period of five (5) years commencing on the 1<sup>st</sup> day of July, 2017 2022. (Moved to different section)~~

~~District Policies and Procedures will be followed unless stipulated differently in other provisions in this contract or provided by law. (Moved to different section)~~



## ARTICLE XII: NOTICE

### Section 11.1 Notice

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

To the Board:

To: Harborside Academy

~~Susan Savaglio-Jarvis~~ Bethany Ormseth, Ed.D

Mr. Ed Carlson

Interim Superintendent of Schools

Harborside Governance Board ~~Incorporated~~ President

Kenosha Unified School District

Harborside Academy

3600 52<sup>nd</sup> St.

913 57<sup>th</sup> St.

Kenosha, WI 53140

Kenosha, WI 53144

Telephone: 262 359-6300

Telephone: 262 359-8400

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

For Kenosha Unified School District:

~~Daniel Wade— Yolanda Adams~~

KUSD Board of Education

President

~~Amended: May 22, 2018~~

~~Dr. Susan Savaglio-Jarvis~~ Bethany Ormseth, Ed.D

~~Interim~~ Superintendent of Schools

~~Amended: May 22, 2018~~

For Harborside Academy:

Mr. ~~William Haithcock~~ Trent Barnhart

Interim Principal

Harborside Academy

~~Amended: May 22, 2018~~

Mr. Ed Carlson

~~Harborside~~ Governance Board ~~Incorporated~~ President

Harborside Academy

~~Amended: May 22, 2018~~

## **APPENDICES**

Appendix A: Harborside Academy Job Description

Appendix B: Governance Documents

Appendix C: Harborside Governance Board Incorporated Decision Matrix

Appendix D: Bylaws of Harborside Governance Board Incorporated

Appendix E: Harborside Governance Board Incorporated Directors Insurance

Appendix F: Candidate for Harborside Governance Board Incorporated Membership or Committee Participation Nomination Form

Appendix G: Harborside Governance Board Incorporated Member Responsibilities

Appendix H: Charter School 20% Financing

Human Resource Use Only
Position Number: Salary Range Min: Effective Date:

## **Appendix A: Harborside Academy Job Description**

### POSITION IDENTIFICATION

Position Title: (Subject) Harborside Teacher Position  
Division: Kenosha Unified School District  
Workweek: Mon-Fri (Hours) 7.5 hours per contracted day

### SUPERVISORY RELATIONSHIPS

Reports to: Principal  
Directly Supervises:

### POSITION PURPOSE

You will provide educational direction for students within the Kenosha Unified School District boundaries. You will be responsible for planning, preparation, and instruction of all required coursework within your assigned module of education and level. You will create a quality classroom environment in accordance with the standard of the school and the school district. You will fulfill your professional responsibilities while upholding the values of the community and the educational system.

### ESSENTIAL DUTIES

1. Demonstrate knowledge of and skills in setting goals and objectives based on student development, content, assessment, and standards and benchmarks. Challenge and motivate all learners. Provide coherent instructions, curriculum development, and evaluations. Use school and district provided resources and materials and incorporate staff/community resources.
2. Demonstrate knowledge of and skills in organizing physical space. Establish a focused learning environment. Develop an environment of respect and rapport. Maintain effective classroom procedures while managing the behavior of students.
  - Follow all established hallway and outdoor supervision routines as designed by the school Principal.
  - Follow established school-wide discipline plan and procedures.
3. Demonstrate knowledge of and skills in using a variety of instructional methods, including those required within the EL Education model. Communicate clearly and accurately. Implement

discussion/questioning techniques. Teach all learners using interdisciplinary teaming, integrated instruction, and inclusive instruction strategies, and maximize student engagement. There must be a clear commitment to the EL Education model of instruction.

4. Assessing and evaluating student learning, responding to individual learner's needs and reporting student progress.
  - Provide written communication to parents about student progress at least three times a quarter.
  - Facilitate the development of accurate portfolios for all students.
  - Plan and implement student-led conferences, Celebration of Learning/work exhibition nights and passage presentations.
  - Maintain accurate standards-based grading system.
  - Adherence to "7 practices" of student engaged assessment as defined by EL Education Network Schools.
  - Maintain accurate Habits of Success/grading records.
5. Demonstrate commitment to advocating for all students. Believe that all students can learn at a high level. Engage in professional communication with students, parents, and colleagues.
6. Reflective teaching through professional development, school/community activities, and lifelong learning.
  - Must be available for, and willing to travel for summer workshops, conferences, and trainings that are required within the EL Education model.
  - Must also be available for all paid summer staff planning sessions.
  - Must be available for staff development opportunities and team meetings that are offered during the contracted day. These will include activities held during early dismissal Friday afternoons and during professional period meetings that will be held during daily non-student contact/planning time.
  - The Harborside staff is required to participate in an off-site staff retreat.
7. Full-time staff must participate in all off-site activities, including all overnight "Outward Bound"/camp experiences, without additional pay. *(Please understand, these events are outdoor adventure-based trips that include camping, canoeing, cycling, rock climbing, etc...)*
8. Must be willing to collaborate with others, share information and resources, and help foster an active professional learning community to carry out the vision of the charter of the Harborside Academy.
9. Must be willing to effectively plan and lead "Intensive" elective courses offered within the daily teaching schedule.
10. Must effectively plan and lead Crew class. (Crew is our version of Advisory class.)
11. Demonstrate knowledge of and skills in use of technology in planning, instruction, and for professional purposes. Be willing to pursue technology training for professional development and classroom use.
12. Must be willing to follow KUSD dress code.

## OTHER DUTIES

Perform other duties as assigned by the Principal.

#### MINIMUM POSITION QUALIFICATIONS

Education: Bachelor's Degree or higher

Experience: No experience required

Certifications/Licenses: Certified/Certifiable to teach in Wisconsin

Other Requirements: Minimum overall undergraduate GPA of 2.75(4.0 scale); or 3.0 undergraduate GPA in major; or Master's GPA 3.0; may be waived based on previous work experience and other needs of the district.

#### KNOWLEDGE, SKILLS, & ABILITIES

Official transcripts reflecting degree(s); completed "Technology Self-Assessment"; Credential file or three (3) letters of reference; any additional specific position requirements may apply in some certification areas.

#### BACKGROUND CHECKS

Condition of Employment

#### PHYSICAL DEMANDS

Manual Dexterity: Work requires definite skilled and accurate physical operations requiring some closely coordinated performance.

Physical Effort: Work requires handling average weight materials or equipment, but not for sustained periods.

Working Conditions: Some exposure to definitely disagreeable features.

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The above statements are intended to describe the general nature and level of work being performed by most people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and requirements. Scheduling flexibility is required to accommodate changing business needs.

## Appendix B: Governance Documents

### Certificate of Incorporation

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Patti Epstein, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

**HARBORSIDE GOVERNANCE BOARD INCORPORATED**

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is November 08, 2021.

I further certify that said corporation or limited liability company has not yet completed its initial report year and, accordingly, has not yet filed an annual report under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that said corporation or limited liability company has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on December 16, 2021.

PATTI EPSTEIN, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions


DFI/Corp/33

**To validate the authenticity of this certificate**

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **318141-DF0B0304**

EIN Confirmation



EIN Assistant

Your Progress:

1. Identity ✓

2. Authenticate ✓

3. Addresses ✓

4. Details ✓

5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.


EIN Assigned: 87-3597533

Legal Name: HARBORSIDE GOVERNANCE BOARD  
INCORPORATED

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.




[CLICK HERE for Your EIN Confirmation Letter](#)

[Help with saving and printing your letter](#)


Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

Continue >>

Help Topics



[What if I do not have access to a printer at this time?](#)



[Can I access this letter at a later date?](#)

85

41

## Appendix C: Harborside Governance Board Incorporated Decision Matrix

HARBORSIDE ACADEMY DECISION LIST (working draft - 2/29/22)																												
Leadership		Teaching					Student Services										Family		Board		KUSD							
Principal	Assistant Principal	Lecturer/Tutor	Teacher	Department Head/Team	Special Education Case Manager	AP Coordinator	Reference Librarian	Institutional Guide	Dean of Students	Counselor	Head Secretary	Guidance SS Specialist	Care Counselor	ELL School Designer	CREW Teacher	Parent Community Liaison	Religious Staff Member	SAT Team	IEP Team	Paraprofessional	Student	Governance Board	PTSDO	Human Resources	Bachelor's Thesis Office	Purchasing Department	Career Agreement	K-12 Board Election
POLICY OVERSIGHT																												
Policy changes																												
FINANCIAL																												
BUDGET																												







## **Appendix D: BYLAWS OF HARBORSIDE GOVERNANCE BOARD INCORPORATED**

Adopted January 25, 2022

### ***ARTICLE 1 – NAME***

The name of this organization shall be the **Harborside Governance Board Incorporated**.

### ***ARTICLE 2 – OBJECTIVES***

Section 1 – The objective of the Harborside Governance Board (hereinafter be referred "Board") is to ensure the Harborside Academy Charter is upheld and to monitor and provide guidance for Harborside Academy, an instrumentality charter school of Kenosha Unified School District #1.

### ***ARTICLE 3 – PURPOSE AND DUTIES OF THE BOARD***

Section 1 – Board will oversee the attainment of the educational outcomes of the school and will ensure that the school is in compliance with the charter and mission of the school. The board will have complete authority over Harborside policies that are agreed upon within the charter agreement and Harborside Decision Matrix.

Section 2 - The Board is to set policies that differentiate Harborside Academy from state policy and Kenosha Unified School District's policy that would typically apply to schools in the district.

Section 3 - This Board shall support of the educational process of Harborside Academy. The work of the Board shall be carried on through committees, conferences, and projects.

Section 4 - The Board has the primary responsibilities to uphold the Harborside Charter, comply with Wisconsin Charter Laws and Federal Laws and the Board Bylaws.

Section 5 - The board shall define and be accountable for policies set by this board.

### ***ARTICLE 4 - BOARD MEMBER***

Section 1 - The Board shall consist of no more than 21 adult voting members and two non-voting Crew Council members. The Principal is a non-voting member of the Board and is the District Representative as required by the Charter.

Section 2 - REPRESENTATION: It is the goal of the Board to obtain representation of Harborside Academy. Representation will consist of staff, parent and community representation.

- (a) Staff member representation to the Board is defined as any person who is a Kenosha Unified full time employee assigned to Harborside Academy Staff representation will consist of at least one staff member from the middle, under and upper class grades. Full time staff assigned to

Harborside Academy who are also parents are to be designated as staff (as described previously), all others will be designated as non-staff. Staff representation will be no more than 1/3 of the current number of voting members of the board.

- (b) Non-staff representation will be comprised of parents or guardians of current Harborside students or community members who are not parents or guardians of current Harborside students, area business persons, representatives from higher education, area lawyers, and other professionals. Conscious effort is made to attempt to have a balance of parents from as many grade levels as practical, as well as various professions from the surrounding area.
- (c) If a member of a board has a status change (e.g. employment change involving Harborside Academy, or other situation) their term ends on the date of said status change.
- (d) Student members (when available) will be two Crew Council members. Crew council nominates\elects two students to serve as student representatives to the Board. In the event Crew Council ceases to exist, staff will appoint student representatives.
- (e) The Board will review unique qualifications of potential candidates to ensure that individuals are not seeking a board seat simply to ensure their child can attend Harborside Academy.

Section 3 - VOTING MEMBERS' TERMS: A full term is three years. Approximately, one-third of elected adult members terms expire each year resulting in staggered expirations, which maintain continuity of operations and knowledge on the Board from year to year. All terms begin in February (post lottery) and end in January . As new board members are elected their terms are randomly assigned if the current number of board members is equally divisible by three, otherwise, the new members are slotted into a term grouping such that their addition helps bring the number of board members in that group into equality with the other groups as depicted in the chart below.

This term schedule starts January 2013, each year seven Board member's terms will expire.

VOTING MEMBER TERM SCHEDULE

Representation	Group A	Group B	Group C
Staff	1/3 - (2)	1/3 - (2)	1/3 - (3)
Non-Staff	1/3 - (5)	1/3 - (5)	1/3 - (4)

Section 4 – PRINCIPAL'S TERM: The Principal's term will end at the end of his/her tenure as Principal at Harborside Academy.

Section 5 – STUDENT'S TERM: Each crew council member's term will be for one year. Crew council terms will align with the school year as specified with crew council's policies.

Section 6 - TRAINING: Each member shall agree to participate in "Board Orientation" as well as "Governance Board Training" as requested by the President.

Section 7 – ATTENDANCE: The Board is an active, working Board and attendance is mandatory. If a Board member must miss a meeting, the President should receive 24 hours notice. Failure to attend meetings or

provide timely notice of an intended absence may be grounds for removal from the Board. Three unexcused absences within a twelve-month period may entitle the Board to remove the member or officer for the absences.

Section 8 – RESIGNATION: Any member may resign at any time by submitting a written notice to the President. Resignation shall be effective at the time the notice is received by the President of the Board unless another date is indicated.

Section 9 – REMOVAL OF BOARD MEMBERS: The Board may with good cause vote to remove a Board member at any time. Good cause for removal of a Board member shall include the unexcused failure to attend three or more of the meetings of the Board called during a calendar year. A meeting to consider the removal of a Board member may be called as long as proper notice is given. The notice of said meeting shall state that there is the possible removal of the Board member on the agenda, the notice shall also state alleged cause for removal. The Board member shall have the right to present evidence at the meeting as to why he or she should not be removed. At the meeting, the Board shall consider possible arrangements for resolving the problems that are in the mutual interest of the Board and the Board member. A Board member may be removed by the affirmative vote of the majority of the Board.

## ***ARTICLE 5 – NOMINATIONS***

Section 1 - ELIGIBILITY: Any interested candidate for a voting adult seat on the board should seek out the President or the Principal who will provide a Nomination Form and Responsibility of Board Member Description. Nominations forms are due to the Nominating Committee no later than December 15th of each year. A candidate must indicate which representation position they are seeking. All candidates are encouraged to attend at least two Board meetings prior to seeking election.

Section 2 - SLATE OF NOMINATIONS: The Nomination Committee will create a slate of candidates.

Section 3 - VOTING: Every member of the Board is eligible for ONE vote. Voting will occur at the January Special Meeting. Elections are supervised by the Nominating Committee of the Board acting at the time. Newly elected Board members start their service at the next regular scheduled meeting of the board.

Section 4 - STAFF MEMBER ELECTIONS: The Principal will provide staff nominations to the Nomination Committee equal to the number of vacant positions for any election.

Section 5 - VACANCIES: Any vacancy occurring on the Board, shall be filled by the Board. A Board member elected to fill a vacancy is elected for the un-expired term of their predecessor. Every member of the Board shall serve until the earliest of the expiration of his or her term as herein above set forth, written resignation delivered to the President of the Board or removal in accordance with the Bylaws. Any member of the Board may resign his or her position at any time. If a Staff member position becomes vacant, the Principal will nominate another staff member to the Board to vote and fill the vacancy.

## ***ARTICLE 6 – QUORUM***

Section 1 - Eleven voting Board members or a simple majority of the Board members currently in office shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 2 - TRANSACTION OF BUSINESS: The Board members present at a duly called meeting at which a quorum is present may transact business. If enough Board members leave the meeting so that less than a quorum remains, no further business will be transacted however discussion may continue.

### ***ARTICLE 7 - Decision-Making***

Section 1 - The President of the Board carries the responsibility to facilitate board business and entertain voting on items of business. The authority and responsibility to make decisions is outlined in a continuing resolution document entitled "Harborside Decision Matrix." This matrix will be presented and adopted prior to our Charter being presented to KUSD for approval.

Section 2 - Board members shall act as fiduciaries with respect to the interests of Harborside Academy. In acting in their official capacity as members of this Board, members shall act in good faith and take actions they reasonably believe to be in the best interests of Harborside Academy and that are lawful.

Section 3 - The members of the Board may adopt any rules and/or take any actions with regard to the Board and/or the member of the Board, so long as any such rules and/or actions are not inconsistent with these Bylaws, the Charter, and federal, state and local law.

### ***ARTICLE 8 – OFFICERS***

Section 1 – The Officers of this organization shall be a President, a Vice President, Secretary and Principal. All Officers, except the Principal, shall be elected by the members of the Board and shall serve a term of one year or until such time as his/her or her successor is elected. All parent and community members of the board are eligible to hold the elected offices of President and Vice President. Any Board members may serve as Secretary.

### ***ARTICLE 9 – ELECTION OF OFFICERS***

Section 1 – A slate of nominees for office will be presented by the secretary at the first scheduled meeting of the Board year, in January. The slate will be prepared by taking nominations from the floor, provided that the consent of the nominee has been given.

Section 2 – The election will follow immediately upon closing of the nominations. Balloting will be by show of hands or written ballot. Written ballot will be used unless the slate of candidates equals the number of open positions. A simple majority shall constitute an election. All board voting members may vote on officer's positions.

Section 3 – VACANY: A vacancy occurring in an office shall be filled by a vote of a majority of the Board with the consent of the nominee. The nominee shall be an existing board member and shall fill the remaining term. In case of a vacancy in the office of President, the Vice President shall assume that office. When this occurs, the Vice President position will be filled by a vote of a majority of the Board with the consent of the nominee.

Section 4 – TERMS: Officers will serve one-year terms and until their successors are elected.

## ***ARTICLE 10 – DUTIES OF OFFICERS***

Section 1 – Officers shall assume their official duties in January of the year in which they are elected.

Section 2 – The duties of the officers shall be such as are implied by their respective titles and specified by these bylaws.

PRESIDENT: Shall preside at all meetings; shall appoint all committee chairpersons; shall notify all officers and Board members of the dates and times of meetings; shall establish agendas in conjunction with the principal before publishing in advance of each meeting; and shall be the official Board representative to the Kenosha Unified School Board.

VICE PRESIDENT: Shall assist in all presidential duties and shall assume duties of the President when the President is absent or unable to serve.

SECRETARY: Shall keep a permanent and accurate record of all meetings, shall keep current records of all Board members, their terms, their contact information and election nomination information, shall provide minutes to all members of the Board within five days of meetings, shall conduct all correspondence as requested by the President. The Secretary shall keep hard copy and electronic copies of all policies of the Board, shall keep track of standing and special committee members, and shall post meeting schedule agendas/minutes as required by law.

Section 3 – Immediately upon leaving from office, each officer shall deliver to their respective successors all accounts, records, papers, and other property belonging to this organization.

## ***ARTICLE 11– COMMITTEES***

Section 1 - Standing, Executive and ad-hoc committees of the Board may be authorized by action of the Board. The chairpersons of all committees shall be appointed by the President. Members of committee's need not be voting members of the Board, unless specifically requested by the President.

Section 2 - Each Board committee shall consist of at least one board member. The Board shall have power to change the powers and membership of, fill in vacancies in, and dissolve any committee at any time. It is recommended that each committee has at least one staff member.

Section 3 - The designation of any committee and the delegation of authority thereto shall not operate to relieve the Board or any members thereof, of any responsibility imposed by the law.

Section 4 - Standing and Ad-hoc Committees of the Board shall prepare reports for the Board as requested.

Section 5 - Standing Committee consists of the following committees:

- (a) Nominating Committee
- (b) Charter/By Laws Committee

Section 6 - Executive Committee shall consist of the elected officers and the Principal. The committee members shall serve one-year terms in conjunction with their office.

Section 7 - The President and Principal are standing members of all committees. They may attend and participate in all committee's meetings. Committee chairs should provide times, dates and location of all committee meetings to President and Principal as a courtesy.

## ***ARTICLE 12 – BOARD MEETINGS***

Section 1 – There will be no fewer than six meetings each calendar year, the day and time to be designated by the executive committee each year.

Section 2 - REGULAR MEETINGS: The Board may provide for regular meetings by resolution stating the time and place of such meetings in accordance with state law. A meeting notice shall be posted no less than 24 hours prior to any regular meeting. It is understood that any time the Board is meeting to conduct business of the Harborside Academy, any such meetings will be held in compliance with the Wisconsin Open Meetings Act (WOMA). All meetings shall be open meetings, except that executive sessions may be held as noted below. Agenda's to meetings will be posted on the school website and in accordance to state law.

Section 3 – EMERGENCY MEETINGS: If, in the opinion of at least four (4) voting members of the Board, a situation that requires an immediate meeting of the Board (i.e., a matter that cannot wait for the next regularly scheduled meeting) the members may call for an emergency meeting of the Board as long as a notice is posted at least 24 hours in advance, and the members make a reasonable attempt to notify all Board Members and other parties known to have an interest in the agenda items. To convene an emergency meeting, a quorum must be present.

Section 4 - ANNUAL MEETING: At the annual meeting of the Board, the President will provide a "State of the Board" address and the Principal shall provide a "State of the School" address to inform the public of school progress and goal/mission progress.

Section 5 - SPECIAL MEETINGS: The Board may hold special meetings that are scheduled outside of the typical meeting schedule for needed extra time to cover topics important to the school and the Board. At one of these Special Meetings Board member elections will take place. The Special Meeting for elections will be held prior to the first regularly scheduled board meeting in January.

Section 6 - CLOSED SESSIONS: All School business must be transacted in public meetings, except that the Board may meet in executive session, limiting attendance to those persons invited to participate, to consider any of the matters permitted under the Wisconsin Open Meetings Act. Crew Council members of the Board will be excused and may not participate in this closed session.

Section 7 – AGENDA - The President and Principal will develop the meeting agenda. Agendas cannot be adjusted within 24hrs of a meeting, except at the meeting through the Agenda item of "approval of the agenda" process. If attendees have suggestions for new business items at a meeting, the President and Principal, if in agreement, will have the right of refusal for such new business agenda items.

Section 8 - VOTING. Each member of the Board will receive one vote with the following exceptions:

- (1) The principal will receive no vote.
- (2) The member holding the Office of President of the Board will only vote if a tie is reached by voting members.

Section 9 - PUBLIC ATTENDANCE AT MEETINGS: All meetings of the Board, except closed sessions, shall be open to the public. The public is encouraged to participate in orderly discussion at the meeting. A decision of the President of the Board, not subject to discussion, is sufficient to require that such disorderly person be removed from the place of meeting.

Section 10 - The President of the Board shall preside at all meetings of the Board. She/he shall appoint a recording secretary to take minutes of the meetings of the Board.

Section 11 - MOTIONS: any member of the board may make a motion, including the Principal, ex-officio member and crew council member. The President may not make a motion. Ideally, motions should appear on the agenda for the meeting and therefore, provided to the Principal and President at least 36 hours in advance of a meeting of the board.

### ***ARTICLE 13 - EX-OFFICIO MEMBERS***

Section 1 - The purpose of ex-officio members of the Board is to provide consultation to the Board because of their experience in an area of expertise recognized as necessary to success of the Board. Ex-officio members are members of the Board by virtue of holding "another office" that is vital to Harborside Academy.

Section 2 - NOMINATION - People serving as ex-officio members of the Board are recommended to the Nomination Committee by a member of the Board using the Ex-Officio Nomination Form. The Nomination Committee will vote to recommend the candidate to the Board. Once presented to the Board, all members of the Board will vote to accept or reject the recommendation of the Nomination Committee.

Section 3 - VOTING - Ex-officio members have no voting privileges on Board matters. However, they will provide consultation on matters of significance.

Section 4 - TERMS - Ex-officio members at large may serve as long as they desire or until they fail to attend a minimum of one meeting throughout a year or contact with the President to communicate a desire to continue to serve Harborside Academy.

Section 5 - RESIGNATION - Ex-officio members may resign at any time with a letter to the President or by failing to attend a minimum of one meeting throughout a year.

Section 6 - LOTTERY PRIVLEDGES - Ex-officio members of the board are not eligible for lottery privileges.

### **ARTICLE 14 – RE-ELECTIONS OF OFFICERS**

Officers and Executive Board members may succeed themselves in the same office.

### ***ARTICLE 15 – AMENDMENTS***

The bylaws can be amended by a 66% vote of members present at a regular meeting of the Board. Notification must be made at least two weeks prior to the date such a vote will be taken.



### ***ARTICLE 16 – DISSOLUTION***

To dissolve the Governance Board, the issue must be presented to the members and a vote taken as to whether or not to dissolve. A 66% vote must be achieved to dissolve the Governance Board of Harborside Academy. Upon dissolution, the members will decide upon a project for the betterment of the school and to spend ALL remaining moneys, if available. All books and records shall be turned over to the school for future use.

### ***ARTICLE 17 – RULES OF ORDER***

The rules contained in Robert's rules of Order, Revised, shall govern this organization in all cases in which they apply and in which they are not inconsistent with these bylaws.

### ***ARTICLE 18 – OFFICER AND DIRECTOR'S INSURANCE***

Each year, Harborside will include in the annual budget, officer and director insurance. It is the Board's responsibility to ensure the policy stays current.

### ***CERTIFICATE OF THE SECRETARY***

I certify that I am the duly elected and acting secretary of Harborside Academy, Inc and that the foregoing Bylaws constitute the Bylaws of the Board. These Bylaws were duly adopted at a meeting of the Board of Directors held on December 15, 2015.

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Daniel Carlson - Secretary of Governance Board, Harborside Academy, Inc.

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Ed Carlson - President of Governance Board, Harborside Academy, Inc

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Trent Barnhart, Principal of Harborside Academy, Inc

## Appendix E: Harborside Governance Board Incorporated Directors Insurance



### COMMUNITY INSURANCE CORPORATION LIMITED DIRECTORS AND OFFICERS COVERAGE

Named Insured:	Harborside Academy
Date this endorsement takes effect:	7/1/2021
Endorsement number:	3
Policy Number:	SGL22167-21
Policy Period:	7/1/2021 - 7/1/2022

In consideration of the additional premium charge of \$150.00, this endorsement amends designated provisions of the basic coverage form and provides the additional coverage set forth below.

#### SECTION I – INSURING AGREEMENT is amended to add:

##### Coverage D – *Directors and Officers Liability*

**Note: Coverage D is claims made coverage. Please read it carefully. Amounts incurred as *defense costs* shall reduce the Limit of Insurance available to pay judgments or settlements and shall also be applied against the deductible.**

1. We will pay on behalf of the *insured directors and officers* those sums that the *insured directors and officers* shall be legally obligated to pay as damages as a result of a *claim* first made against the *insured directors and officers* during the policy period or the discovery period for a *wrongful act*, except for any sums which *you* actually pay as indemnification.
2. We will pay on *your* behalf all sums that *you* shall be legally obligated to pay as damages as a result of a *claim* first made against the *insured directors and officers* during the policy period or the discovery period for a *wrongful act*, but only to the extent *you* are required or permitted by law to indemnify the *insured directors and officers*.

##### Discovery Period Applicable to Coverage D

3. In the event *you* or *we* do not renew this policy, *you* shall have the right, upon payment of 50% of the annualized additional premium charged for Coverage D, to an extension of the coverage provided by Coverage D with respect to any *claim* first made against *you* or any *insured directors and officers* during the twelve (12) months after the end of the policy period, but only with respect to any *wrongful act* committed or alleged to have been committed before the end of the policy period. This twelve (12) month period shall be referred to as the Discovery Period.
4. As a condition precedent to the right to purchase the Discovery Period, the total

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premium for this Coverage D must have been paid, and a written request together with payment of the appropriate premium for the Discovery Period must be provided to us no later than thirty (30) days after the end of the policy period.

5. The fact that Coverage D may be extended by purchasing the Discovery Period shall not in any way increase the Liability Insurance Limit set forth in the declarations. The Discovery Period shall be part of, and not in addition to, the Liability Insurance Limit for *claims* made during the policy period.

**SECTION II – DEFENSE AND SETTLEMENT is amended as follows:**

We have the right and duty to defend any *claim* seeking monetary damages on account of *directors and officers liability*, but:

1. The amount we will pay for damages is limited as described in Section IV – Limits of Insurance;
2. We may, at our discretion, investigate any *wrongful act* or *claim* and settle any *claim* arising from a *wrongful act* even if the settlement amount is exclusively within the *insured's* deductible; and
3. Our right and duty to defend end when we have used up the Limit of Insurance in the payment of judgments or settlements under Coverage D. This applies to *claims* pending at the time the Limit of Insurance is used up and those filed thereafter.

For purposes of Coverage D, *defense costs* shall reduce the Limit of Insurance and shall also apply against the deductible.

**SECTION III – WHO IS AN INSURED is amended to add:**

Your past, present and future directors and officers (designated pursuant to your by-laws), hereafter sometimes referred to as *insured directors and officers*.

**SECTION IV – LIMIT OF INSURANCE is amended as follows:**

- A. Our total limit of liability for loss resulting from any one *claim* covered under this endorsement will not exceed the Limit of Insurance specified in the declarations for Coverage D, inclusive of the amount of the deductible. This will be true regardless of:
  1. The number of *insureds*,
  2. The number of policy coverages involved in the loss,
  3. The number of *claims* made for any one *wrongful act*.
  4. The number of persons or organizations making *claims*.
- B. In determining our limit of liability, all injury, damages, and loss arising out of a *wrongful act* or a series of *wrongful acts* which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, event or decision will be considered as arising out of one *wrongful act*.



C. There is no limit to the number of *wrongful acts* for which *claims* may be made.

**SECTION V – EXCLUSIONS is amended as follows:**

Exclusion C is amended to include Coverage D – *Directors and Officers Liability*.

Exclusion G is amended to include *directors and officers liability*.

Exclusion L is amended to include *directors and officers liability*.

Exclusion N shall provide:

- N. *Errors and omissions liability and directors and officers liability* resulting in any actual or alleged:
- (1) *Bodily injury or personal injury*, except as provided in Section I - Insuring Agreement, Retroactive Dates, with respect to *errors and omissions liability* if the Policy Declarations include a Retroactive Date for Errors and Omissions;
  - (2) Physical injury to tangible property, including all resulting loss of use of that property;
  - (3) The willful violation of a penal code or ordinance committed by or with the consent of any *insured*.
  - (4) Any deliberately wrongful act or error or omission committed by or with the consent of any *insured*;
  - (5) Liability of the *insured* arising in whole, or in part, out of any *insured* obtaining remunerations, financial gain, or other benefit, financial or otherwise, to which the *insured* was not legally entitled.
  - (6) Estimates of probable costs or cost estimates being exceeded or related in any way to the preparation of bid specifications or plans.
  - (7) Failure to perform, or breach of, a contractual obligation.

However, this exclusion shall not apply to coverage provided under Coverage D. 2. above. Any fact pertaining to one *insured* shall not be imputed to any other *insured* for the purpose of determining the application of parts (4) and (5) of this exclusion.

The following exclusions shall be added:

- Q. As respects coverage afforded under Section I, Coverage D – *Directors and Officers Coverage*, liability arising out of the actual performance of, or failure to perform, services by any entity or person contracted by you to perform such services, but this exclusion does not apply to alleged negligence by *insured directors and officers* in connection with the administration, coordination, management, or contracting of



- R. Liability based upon or arising out of or in any way connected with:
1. Any *wrongful act* or any fact, circumstance or situation that has been the subject of any notice or *claim* given under any other policy of insurance of which this Policy is a renewal or replacement; or
  2. Any prior and/or pending civil, criminal, administrative, or investigative proceeding involving you or any *insured director and officers* as of the Retroactive Date for Errors and Omissions stated in the Declarations or any fact, circumstance or situation underlying or alleged in such proceeding.
  3. Any *wrongful act* occurring before the inception of the policy period if any *insured* knew, prior to the inception of the policy period, that the *wrongful act* was likely to give rise to a *claim*.
- S. Liability for any *wrongful act* by you or by any *insured director or officer* in connection with any pension, employee benefit plan, or other welfare plan;
- T. Any *claim* by or on behalf of you, or any of your security holders (unless the security holder bringing the *claim* is acting completely independently of you, and without your solicitation, assistance, active participation or intervention), or any *insured director and officers*, provided that this exclusion does not apply to a claim brought by an *insured director and officer* solely in his or her capacity as a past, present or future employee of yours.

**SECTION VI – DEFINITIONS is amended as follows:**

In addition to the Definitions within the Public Entity Liability Insurance policy, the following words and phrases have special meaning for purposes of this endorsement:

Section IV-Definitions, C is replaced with the following:

*Claim* means a written demand or civil, administrative, or arbitration proceeding for monetary damages made against any *insured director and officer* and made and reported to us pursuant to Section VII – Conditions, A (2) and (3) during the policy period.

*Wrongful Act* means any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty by any *insured director and officer* in his or her capacity as a director or officer of the Named Insured.

**SECTION VII – CONDITIONS is amended as follows:**

- A. *Your Duties in the Event of an Occurrence, Wrongful Act, Claim or Suit*

\* \* \*

If, during the policy period [or extended reporting period], any *insured* first becomes aware of a



specific *wrongful act* and gives us written notice of:

1. The specific *wrongful act*;
2. The injury or damage which has or may result therefore; and
3. The circumstances by which the *insured* first became aware thereof;

Then any *claim* arising out of such *wrongful act* which is subsequently made against you or any *insured director and officer* shall be deemed to have been made at the time we received such written notice from the *insured*.

8/9/2021

Date

A handwritten signature in black ink that reads "Karen Flynn".

Authorized Agent

## Harborside Governance Board Incorporated

### **Appendix F: CANDIDATE FOR HARBORSIDE GOVERNANCE BOARD INCORPORATED MEMBERSHIP OR COMMITTEE (non-board) PARTICIPATION**

(To be completed as much as possible by individual proposing the nomination)

-Use additional paper is necessary

FIRST/LAST NAME OF CANDIDATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

BUSINESS (if any): \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

- ☐ **Nominated for which category of representation of the board (Check one)** NOTE: A parent of a current student may not serve as a community representative, they must be a parent representative. Staff Representative are full time employees of Harborside Academy. Part-time staff or other KUSD staff are considered community representatives if they are not a parent of a current Harborside student.

☐ Staff Rep   ☐ Non-staff Parent Rep   ☐ Non-staff-Community Rep   ☐ Crew Council   ☐ Ex-Officio

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**EDUCATION AND/OR TRAINING:**

**ORGANIZATIONS** (List community membership/activity or professional organizations other than Harborside):

**WHAT ARE THE CANDIDATES CURRENT INTEREST IN HARBORSIDE AND HOW DID THE CANDIDATE BECOME INTERESTED IN HARBORSIDE:**

**WHAT COMMITTEE OR BOARD ACTIVITIES ARE PARTICULARLY INTERSTING TO THE CANDIDATE?**

**ARE YOU CURRENTLY RELATED TO ANY STAFF, STUDENT OR CURRENT BOARD MEMBERS OF HARBORSIDE ACADEMCY? (If yes, list who and relation. If parent of student, list name and grade(s)).**

- ☐ **Candidate has received, reviewed and understands the “Board Responsibilities” description. Candidate is not seeking a seat on the board for the purpose to secure a spot at Harborside for a child. Signature below indicates this form is accurate and complete. The candidate is able and willing to serve as outlined.**



*An EL Education Preparatory School*

**CANDIDATE SIGNATURE:** \_\_\_\_\_

**NOMINATED BY:** \_\_\_\_\_



DATE: \_\_\_\_\_

## Appendix G: Harborside Governance Board Incorporated Member Responsibilities

### Governance Board Member Responsibilities

<b>Member:</b>	Member, Governance Board
<b>Purpose:</b>	To determine policies , procedures and regulations for the conduct of the Harborside Academy
<b>Term:</b>	3 years from start of school year in-which nomination accepted all terms start and end in September.
<b>Meeting Attendance:</b>	<u>Regular</u> Monthly Board Meetings, Standing Committee Meetings, Ad Hoc Committee Meetings <u>Occasionally</u> Harborside Events or Community Event's (as a board representative)
<b>Responsible to:</b>	Chairperson, Board of Directors
<b>Specific Duties:</b>	<ul style="list-style-type: none"><li>• Agree to a background check (as required by KUSD) since you will be interacting with students.</li><li>• Attendance at Board meeting (Participation here as a policy maker and planner is the most important part of the job)</li><li>• Attend regularly and on time</li><li>• Become well informed (in advance) of all agenda items</li><li>• Attend Board Retreat - one Saturday annually</li><li>• Contribute knowledge and express points of view based on experience</li><li>• Consider other points of view, make constructive suggestions and help the Board make group decisions reflecting the thinking of the total group.</li><li>• Attendance at meetings of Standing Committees, as well as any special Ad Hoc committee, to which appointed.</li><li>• Be informed of Harborside Academy's Charter and By-laws</li><li>• Be informed of the Expeditionary Learning model</li><li>• Be informed about the needs of the students, staff and community.</li><li>• Be informed on legislative actions that affect charter schools.</li><li>• Be a financial supporter of the Harborside Academy by participating in PSTO activity, Foundation activities and give at ANY level.</li><li>• Assume Board leadership responsibilities as requested and as possible (such as committee chairperson, elective officer, etc)</li><li>• Represent Harborside Academy at community events, organizations and with individuals, when specifically asked by the Board Chairperson.</li><li>• Know relevant State and federal Charter School laws</li><li>• Know relevant KUSD district policies</li></ul>

## **Appendix H: Charter School 20% Financing- January 2018**

Each Charter school collects fees which are used to help defray costs for instructional materials. Charters also apply for grants, and participate in fundraising activities to generate additional revenue. A primary source of revenue comes from the state maximum revenue per member calculation. Eighty percent of the maximum per member revenue is allocated to Charter schools to pay for their staff (salaries, stipends and benefits), supplies and other expenses unique to their Charter. This amount is calculated each year and allocated based on September (third Friday) student counts. The remaining twenty percent is retained by the District to pay for all overhead type of expenses. These services include, but are not limited to, the following:

- Other Staff-Substitutes
  - The District will allocate the total substitute budget to all schools (including Charters) based on a percentage of FTE. The substitute budget will be utilized for substitute costs only and will be managed directly by the schools. Long-term absences for administrative leave, maternity leave, or FMLA type illnesses will also be charged to the substitute budget and not the Charter allocation.
  - A long term absence that has the ability to be filled with a certified person, that is being filled by a long term sub, will be the responsibility of the charter.
- Human Resources
  - Assistance with the hiring of personnel, personnel issues, etc.
  - Management of the Employee Handbook
  - Develop and manage all employee benefits including employee TSA's, Wisconsin Retirement contributions, federal and state taxes
  - Management of payroll software systems
  - Maintain salary, vacation and sick time data
  - Manage employee benefit choices and ensure deductions are included in payroll
  - Ensure compliance with payroll laws and regulations
  - Process and distribute payroll with W2's
  - Provide Frontline services and substitute teacher management
  - Maintain benefit, insurance and FMLA management
  - KUSD will conduct criminal background checks
  - KUSD conducting Physical/TB, drug testing and Hep B vaccination (the District may need to pay for these for all employees per statute)
- Finance and Accounting
  - Ensure that all accounting procedures comply with the requirements of state and government governing bodies
  - Maintain an effective system of internal controls
  - Maintain chart of accounts and provide guidance in recording of transactions
  - Management of accounting software systems, processes and procedures
  - Preparation and submission of financial reports to DPI
  - Facilitate the external audit process; review and respond to audit findings
  - Prepare all formal financial statements for District included in the Comprehensive Annual Report, Budget Book, and for other management discussion and analysis

- Facilitate actuarial study for post-retirement benefits
- Assist with budget matters and ensure that budgets and allocations are accurately reflected in the system
- Finance and Accounting continued...
  - Implement cash handling procedures and controls
  - Management and recording of student fees
  - Monitor cash flow and District banking services
  - Identify need for short-term and long-term financing; prepare all financial reports and legal documents to secure financing; facilitate bond financing with financial consultants; assist with the bond rating process
  - Facilitate the bid and request for proposal (RFP) process for major expenses
  - Assist with purchasing; maintaining purchase order systems and payment of purchased items
  - Set tax levy and reconcile available resources and expense revenues with the fiscal needs of the school District
  - Manage all accounting and reporting for District grants
  - Serve as resource for financial planning and general accounting matters
- Facility Management
  - **Provided for eSchool, KTEC East and West, Dimensions of Learning**  
Provide in-house maintenance services for minor (under \$2,500) maintenance repairs
  - Support (provide recommendations and/or coordination as needed) other maintenance needs of the schools including minor maintenance not generally performed by in-house staff and major maintenance
  - Develop and maintain Asbestos Management plans
  - Oversee indoor air quality program
  - Provide support in the development and implementation of emergency response plans
  - Assist with moving furniture, fixtures and equipment
  - Provide training support as requested for Charter school funded cleaning staff and provide support as needed for custodial related questions the schools have
  - Provide boiler support for minor repairs under \$2,500
  - KUSD will provide Charters with the opportunity to participate in security management programs such as alarm and keyless entry systems (Charters to pay for hardware, District to provide installation at no additional cost)
  - Assist with long range planning and support through facilities including KUSD when needed
  - **Provided to Brompton and Harborside**  
Provide all in-house maintenance services  
Provide all in-house custodial services  
Develop and maintain Asbestos Management plans  
Oversee indoor air quality program  
Provide support in the development and implementation of emergency response plans  
Assist with moving furniture, fixtures, and equipment
  - Risk Management
    - Determine risk management needs of the District
    - Adhere to legal requirements for insurance coverage
    - File insurance claims when appropriate
    - Assess current insurance coverage and ensure the District has sufficient insurance coverage
    - Maintain and implement District safety program and emergency management plan
- Teaching and Learning

- Support will be provided for:
  - English Learners
  - Professional learning
    - Substitute teachers for the purpose of professional development will be paid for by the charter schools.
  - Instructional technology
  - Talent development
- Inclusion in all curriculum resource adoptions and the associated professional learning at the Charter school's discretion.
  - If Charter schools elect to participate in the District's adoption of new instructional materials, curriculum resource purchases, the district curriculum must be implemented with fidelity and the charter must follow implementation guidelines and participate in related professional learning.
  - If substitute teachers are needed for professional learning, the expense is the responsibility of the charter school.

#### Special Education/Student Support

- The district provides special education services to charter school students as specified in each student's Individualized Education Program (IEP). These services may include: specially designed instruction, educational support services, occupational therapy, physical therapy, speech therapy, assistive technology, nursing, specialized transportation and evaluation.
  - Charter schools also benefit from school nursing services provided through a contract with Kenosha County.
  - Response to intervention guidance
    - Purchase of intervention resources is the responsibility of the charter schools
- 
- Educational Accountability
    - Collect and submit School Performance Report (SPR) requirements and will submit to DPI
    - Submit WISEdata entries to DPI (Count Day, Year End, Discipline, etc.)
    - Provide enrollment projections
    - Provide school/district level assessment data (Forward, ACT, ACCESS, etc.)
    - Provide data reports for school level inquiries consistent with existing boundary schools
    - Provide quarterly discipline data reports
    - Share resources and trainings related to the WI Annual School Report Card
  - Information Services
    - Provide access to and curation of data for the Student Information System
    - Serve as resource guide for technology needs
    - Provide technology support for district wide assessments
    - Provide grading reports for potential failures for parental sharing
    - Provide end of year transcript/grading files for distribution
    - Provide regional technology support
    - Provide management of networks (wired/wireless)
  - Communications
    - Serve as resource for website assistance
    - Cable television and internet services will be provided to Charter schools
    - Crisis communications development and support
    - Media relations

- Garnering media coverage for events/programs
- Social media development and support
- Photography of events and feature stories/projects submitted for consideration via the Events/Features form
- Videography of events and feature stories/projects submitted for consideration via the Events/Features form
- Event/program promotions that are open to the community and/or are part of a districtwide performance (e.g., Jazz Fest, Choral Fest, etc.)
- School Messenger support
- Website development and support
- Family education program development and support
- GED classes for parents
- ESL classes for parents
- Branding development and support (e.g., logo updates, letterhead, vinyl graphic design, etc.)
- Graphics support (e.g. fliers, brochures, programs for district-wide programs, etc.)
- Video coverage for districtwide events (e.g., Jazz Fest, Band-O-Rama, etc.)
- AODA program development and support
- Red Ribbon program development and support
- Other Services
  - Maintain management information systems, technology and telephony
  - Administer and monitor food service operations; provide food services
  - Administer and monitor student transportation and provide services as need for special education students
  - Charter schools wishing to provide summer school at their site will support it with funds from their individual Charter school budgets, otherwise their students can attend summer school at another KUSD site. *(With the exception of Harborside Academy who shares a building, and therefore a summer program with Reuther Central High School.)*
  - Students at Charter schools will be allowed to participate in sports and extra-curricular activities at their attendance area school.

**KENOSHA UNIFIED SCHOOL DISTRICT**  
**Kenosha, Wisconsin**

**April 25, 2022**

**ACTIVITIES CODE OF CONDUCT**

**Background**

The process of updating the Activities Code of Conduct is ongoing and requires adaptations and revisions. Enforcing the Activities Code of Conduct fairly and consistently is the common goal of all the stakeholders in Kenosha Unified School District.

Revisions to the Activities Code of Conduct will provide consistent suspension guidelines for all sports and reflect current Wisconsin Interscholastic Athletic Association policies and procedures (Appendix A).

The proposed changes to the Activities Code of Conduct are as follows:

<b>CURRENT ACTIVITIES CODE OF CONDUCT LANGUAGE</b>	<b>PROPOSED ACTIVITIES CODE OF CONDUCT LANGUAGE</b>
<b>I. Group I Violations:</b> Carryover from middle school to high school	Cumulative for middle school and cumulative for high school, no longer cumulative from middle school to high school
<b>I.A.Group 1 Violations Explanation:</b> Students using, in possession of (students occupying a private vehicle containing alcoholic beverages or controlled substance may be considered to be in possession), or buying alcoholic beverages, controlled substances, including steroids and other performance enhancing substances (PES) shall be held accountable as follows:	Tobacco and nicotine products added to this section
<b>I.A.1. Group 1 Violations 1<sup>st</sup> Offense:</b> 10 Week Suspension. The above penalties will be reduced to the number of scheduled contest dates listed on the Penalty Calculation Table if the student, a) successfully participates in a school approved Student Assistance Program	Reduction table removed and be replaced with the following statements:  <u>First Offense:</u> The student shall be suspended for 50 percent of the total season

CURRENT ACTIVITIES CODE OF CONDUCT LANGUAGE	PROPOSED ACTIVITIES CODE OF CONDUCT LANGUAGE
<p>screening, b) follows all recommendations to the satisfaction of the SAP Building Team Leader, c) completes 15 hours of school service assigned by the building's administration or athletic director. (The student is required to continue to participate in the activity.)</p>	<p>competitions. The penalty will be reduced to 25 percent of the season's competitions if the student undergoes an assessment program by a state-certified alcohol and other drugs (AOD) counselor and completes all recommended treatment. During the suspension it is required that the student maintains participation in all other team activities (practices, study tables, etc.).</p> <p><u>Honesty Clause:</u> The penalty for the first violation will be reduced to 25 percent of the season's competitions if the student self-reports the violation within 24 hours to the building principal. This only applies to a student's first violation.</p>
<p><b>I.A.2. Group 1 Violation 2<sup>nd</sup> Offense:</b> Suspension from all participation in activities for one (1) calendar year from the date of rule infraction.</p> <p>This penalty will be reduced to a suspension from all participation, practice, and competition for a period of 10 weeks if the student a) undergoes an assessment by a state certified AOD Counselor, b) follows all the recommended treatment to the satisfaction of the treatment agency, and completes 30 hours of school service assigned by the building's administration or athletic director.</p>	<p>The penalty will be reduced to 50 percent of the season's competitions if the student undergoes an assessment program by a state-certified AOD counselor and completes all recommended treatment. During the suspension it is required that the student maintains participation in all other team activities (practice, study tables, etc.).</p>
<p><b>I.B.1. 1st Offense:</b> Unacceptable Gatherings: Suspension from one activity following rule infraction</p>	<p>Suspension for 25 percent of the season's total competitions* Honesty clause: Suspension will be</p>



CURRENT ACTIVITIES CODE OF CONDUCT LANGUAGE	PROPOSED ACTIVITIES CODE OF CONDUCT LANGUAGE
<p>with mandatory practice continuing.</p> <p><b>I.B.2. 2<sup>nd</sup> Offense:</b> The student shall be suspended from all participation, practice, and competition for a period of ten (10) school weeks from the date of the infraction to be applied consecutively from one school year to the next. The student must</p> <p>a) successfully participate in a school approved Student Assistance Program screening, b) follow the recommendations to the satisfaction of the SAP Building Team Leader, and c) complete 15 hours of school service assigned by the building's administration or athletic director.</p> <p><b>I.B.3. 3<sup>rd</sup> Offense:</b> This penalty will be reduced to a suspension from all participation, practice, and competition for a period of 10 weeks if the student a) undergoes an assessment by a state certified AOD counselor, b) follows all the recommended treatment to the satisfaction of the treatment agency, and completes 30 hours of school service assigned by the building's administration or athletic director.</p>	<p>reduced to 10 percent of the season's competitions if the student self-reports the violation to the building principal within 24 hours of the violation. This only applies to the first violation.</p> <p>*No progressive discipline any longer</p>
<p><b>Tobacco Violations</b></p>	<p>Tobacco violations are included with the Group I violations and will not have a separate section.</p>
<p><b>Group II Violations (OSS)</b></p> <p><b>First/Second Offense:</b> Three-week suspension to include a one activity minimum with mandatory practice continuing. (Middle Schools reduced to two weeks)</p>	<p>Partial day out-of-school suspension (OSS) to two-days OSS will result in a suspension of 10 percent of the season's competitions.</p> <p>An infraction of three or more days OSS will result in a suspension of 25 percent of the season's competitions.</p> <p>When the student is back in school and is serving the suspension for the Code of Conduct violation, it is required that the student maintains</p>

CURRENT ACTIVITIES CODE OF CONDUCT LANGUAGE	PROPOSED ACTIVITIES CODE OF CONDUCT LANGUAGE
	participation in all other team activities (practices, study tables, etc.).
<b>Truancy Policy:</b> Suspension from one (1) activity per assigned school date missed. While the establishment of whether a student was truant, un-excused, or excused may be reviewed, the penalty for the infraction may not be reduced.	Suspension from one competition per assigned school date missed during the established Wisconsin Interscholastic Athletic Association sport-specific season  Students considered truant one or more times on a date will miss one competition.

### **Administrative Recommendation**

Administration recommends that the school board approve the proposed revisions to the Activities Code of Conduct.

Bethany Ormseth, Ed.D.  
Interim Superintendent of Schools

Julie Housaman  
Chief Academic Officer

Bryan Mogensen, CAA  
Coordinator of Athletics, Physical  
Education, Health, Recreation, and Senior  
Center



## ACTIVITIES CODE OF CONDUCT GRADES 6 THROUGH 12

An activities code is required by mandate of the Kenosha Unified School District Board of Education and to meet the requirements of the Wisconsin Interscholastic Athletic Association (WIAA). Although activities programs are a valuable part of the total educational experience, participation in after-school programs is a **privilege**, not a right. As such, all participants must abide by all rules and responsibilities, which apply to each activity program in order to continue participation in these activities.

As a privilege a participant in after-school activities carries additional responsibilities and expectations. The rules and responsibilities outlined in this code of conduct will help ensure that students serve as a credit to themselves, their parents, their school, and their community.

### **Definition of Activities**

Activities include any school-related organized activity that is offered outside of academic class requirements. Activities for grades 6 through 12 are divided into four distinct categories:

1. Athletics,
2. Competitive activities,
3. Leadership and public recognition activities, and
4. Music/theater arts activities.

School district policies and school rules govern all student activities. In addition, each category has unique rules and expectations, which regulate participation.

In accordance with the Kenosha Unified School District and the WIAA, this Code of Conduct shall be enforced uniformly year around.

## **PHILOSOPHY OF ATHLETICS**

The Kenosha Unified School District Board of Education's Philosophy of Athletics states, in part, that:

1. Interscholastic athletics shall provide an educational example of the worth of hard work, physical conditioning, discipline, teamwork, competition, and sportsmanship.
2. Athletics shall be ever mindful that the athlete is also a student and that athletic endeavors shall not supplant other needs of the student, such as satisfactory academic achievement.
3. Athletes are expected to represent the ideals and principles of the Kenosha Unified School District and the WIAA.

## PROVISIONS

The following provisions cover every section of the code:

1. Violations occurring when an athlete is between seasons shall be enforced at the beginning of his/her next sport season.
2. Summer School attendance, in accordance with WIAA regulations, does not count as suspension time.
3. Athletes who are required to serve consequences for code violation(s) must complete the season in which they serve the consequences in good standing in order to clear their violation(s).

### Categories

#### CATEGORY I—ATHLETICS

This category is for WIAA competitions.

Athletes will be expected to abide by provisions of the Code of Conduct both in and out of season.

ACTIVITIES	
Fall Sports	
Boys	Girls
Cross country (grades 9-12)	Cross country (grades 9-12)
Football (grades 7-12)	Golf (grades 9-12)
Soccer (grades 9-12)	Swimming (grades 9-12)
Volleyball (grades 9-12)	Softball (grades 6-8)
	Tennis (grades 9-12)
	Volleyball (grades 9-12)

Winter Sports	
Boys	Girls
Basketball (grades 7-12)	Basketball (grades 7-12)
Hockey (grades 9-12)	Gymnastics (grades 9-12)
Swimming (grades 9-12)	
Wrestling (grades 6-12)	
Spring Sports	
Boys	Girls
Baseball (grades 9-12)	Soccer (grades 9-12)
Golf (grades 9-12)	Softball (grades 9-12)
Tennis (grades 9-12)	Track (grades 6-12)
Track (grades 6-12)	Volleyball (grades 6-8)
	Lacrosse (grades 9-12)

## CATEGORY 2—COMPETITIVE ACTIVITIES

This category is for non-WIAA competitions.

These activities that are competitive in nature and/or require tryouts are governed by the same code requirements as interscholastic athletics.

ACTIVITIES	
Cheerleading	Dance Team
Debate	Distributive Education Clubs of America
Future Business Leaders of America	Health Occupations Students of America
Powder puff football	Pom pons
Robotics Team (LakeView Technology Academy)	Skills USA

## CATEGORY 3—LEADERSHIP AND PUBLIC RECOGNITION ACTIVITIES

This category includes those activities in which members have been elected or appointed to positions of leadership and public recognition. There will be an application or nomination process established by the building administration for these activities. Students in this category are expected to be representative of the values, expectations, and ideas espoused by the school.

Students participating in any Category 3 activities will be expected to comply with the academic rules, attendance rules, and social behavior and conduct rules listed as part of the code. In order to be eligible to participate, students must be in good standing, exhibit proper school behavior, and have no school violations. Students who violate stated rules are subject to removal from the activity as deemed appropriate by the activity advisor and/or building administration. All eligibility determinations will be made by the advisor and/or building administration.

ACTIVITIES	
Badger Boys	National Honor Society
Badger Girls	Student Council
Commencement speakers	Homecoming court
Prom court	School clubs
District clubs	

## CATEGORY 4—MUSIC/THEATER ARTS ACTIVITIES

These activities are governed by the relationship of after-school performance to earning credits for graduation or receiving grades that are recorded on student transcripts. Behavior under this category remains under the direction of the building administration and the supervision of the individual classroom teacher. All students participating in these respective activities will adhere to school board policies, school rules, and classroom rules and regulations.

### Violations

#### GROUP 1

~~ALL GROUP 1 VIOLATIONS ARE CUMULATIVE DURING A STUDENT'S MIDDLE/HIGH SCHOOL CAREER.~~ **ALL GROUP 1 VIOLATIONS ARE CUMULATIVE BUT DO NOT CARRYOVER FROM MIDDLE SCHOOL TO HIGH SCHOOL.** For example, a first offense in alcohol possession would cause a second penalty offense for a second Group 1 violation even if not alcohol related.

- A. ~~Students using, in possession of (students occupying a private vehicle containing alcoholic beverages or controlled substance may be considered to be in possession), or buying alcoholic beverages, controlled substances, including steroids and other performance enhancing substances (PES) shall be held accountable as follows:~~ **Students using, in possession of (students occupying a private vehicle containing alcoholic beverages, tobacco, nicotine products, or controlled substances may be considered in possession), or buying alcoholic beverages, tobacco, nicotine products, controlled substances (including steroids and other performance-enhancing substances [PES]) shall be held accountable as follows:**

1. First offense

~~The student shall be suspended from all participation, practice, and competition for a period of ten (10) school weeks from the date of the infraction to be applied consecutively from one school year to the next.~~ **The student shall be suspended for 50 percent of the total season competitions. The penalty will be reduced to 25 percent of the season's competitions if the student undergoes an assessment program by a state certified**

**AOD counselor and completes all recommended treatment. During the suspension it is required that the student maintains participation in all other team activities (practices, study tables, etc.).**

**Honesty clause: The penalty for the first violation will be reduced to 25 percent of the season's competitions if the student self-reports the violation within 24 hours to the building principal. This only applies to a student's first violation.**

~~The above penalties will be reduced to the number of scheduled contest dates listed on the Penalty Calculation Table if the student, a) successfully participates in a school approved Student Assistance Program screening, b) follows all recommendations to the satisfaction of the SAP Building Team Leader, c) completes 15 hours of school service assigned by the building's administration or athletic director. (The student is required to continue to participate in the activity.)~~

### **PENALTY CALCULATION TABLE**

<b>Number of scheduled contests or activities</b>	<b>Number of scheduled contests or activities of ineligibility:</b>
_____	1-5 _____
_____	_____ 1
_____	6-10 _____
_____	_____ 3
_____	11-15 _____
_____	_____ 4
_____	16-20 _____
_____	_____ 5
_____	21+ _____
_____	_____ 6

#### **2. Second offense:**

~~Suspension from all participation in activities for one (1) calendar year from the date of rule infraction.~~ The student shall be suspended from competitions for one calendar year from the date of the rule infraction. The penalty will be reduced to 50 percent of the season's competitions if the student undergoes an assessment program by a state certified AOD counselor and completes all recommended treatment. During the suspension it is required that the student maintains participation in all other team activities (practices, study tables, etc.).

~~This penalty will be reduced to a suspension from all participation, practice, and competition for a period of 10 weeks if the student a) undergoes an assessment by a state certified AOD Counselor, b) follows all the recommended treatment to the satisfaction of the treatment agency, and completes 30 hours of school service assigned by the building's administration or athletic director.~~

3. Third offense

All future competitions at this level will be terminated.

- B. Students charged with attendance at an unacceptable gathering of secondary school students and/or recently graduated students which is not chaperoned by a parent(s) or other responsible parent-aged adult where alcohol or controlled substances are present and being or have been consumed shall be held accountable as follows:

1. **First offense:** Penalty

~~Suspension from one activity following rule infraction with mandatory practice continuing.~~ **The student shall be suspended for 25 percent of the season's total competitions.**

**Honesty Clause: Suspension will be reduced to 10 percent of the season's competitions if the student self-reports the violation to the building principal within 24 hours of the violation. This only applies to the first violation.**

(An activity is defined as a contest, performance or competition).

2. **Second offense:**

~~The student shall be suspended from all participation, practice, and competition for a period of ten (10) school weeks from the date of the infraction to be applied consecutively from one school year to the next. The student must a) successfully participate in a school approved Student Assistance Program screening, b) follow the recommendations to the satisfaction of the SAP Building Team Leader, and c) complete 15 hours of school service assigned by the building's administration or athletic director.~~

3. **Third offense:**

~~Suspension from all participation in all activities for one (1) calendar year from the date of rule infraction. Prior to reinstatement the student must undergo an assessment by a state certified AOD Counselor and follow the recommendations to the satisfaction of the AOD Counselor.~~

Examples of acceptable gatherings are those with adult family members or close parental family friends, anniversaries, etc. which have parental permission and certain well-publicized



community related affairs. The intent of Section B is to discourage students from attending peer group parties where there is known use of controlled substances or alcohol. If a student attends a gathering and finds use to be a fact, he/she should depart immediately. If the student does not depart the premises immediately, the penalty shall be applied.

C. **~~Tobacco Offense: use and/or possession of~~** (including chewing)

1. **First offense:**

~~A two week suspension to include a two activity minimum with mandatory practice continuing. The student is required to complete 10 hours of school service assigned by the building's administration or athletic director.~~

2. **Second offense:**

~~The student shall be suspended from all activities for a period of ten (10) school weeks to be applied consecutively from one school year to the next. The student is required to practice with the team or participate with the organization and complete 25 hours of school service assigned by the building's administration or athletic director.~~

3. **Third offense:**

~~Terminates all future competition at that level.~~

D. Except as herein above covered, a student, whether or not a juvenile, who has been charged or could be charged with committing a crime, or what would be a crime if the student were not a juvenile (e.g., vandalism, breaking and entering, stealing [including school uniforms and equipment], assault or attempted assault [i.e., striking a teacher, administrator, or other person of authority], distribution of controlled substances, possession of a weapon, or otherwise endangering the lives of others) shall be held accountable as follows:

1. Students will be suspended immediately from participation until due process has established his/her innocence. If guilty or determined to be delinquent or if there is informal or other disposition which would show that the student committed prohibited acts, the student shall be suspended for one calendar year from the date of the infraction.

~~Regardless of the findings of civil authorities, if school authorities find that a student committed acts proscribed in "D" above, the student shall be suspended for one (1) calendar year from the date of the infraction.~~

## GROUP 2

**ALL GROUP 2 VIOLATIONS ARE CUMULATIVE WITHIN THEMSELVES ONLY.** Group 2 violations accumulate within themselves until the student completes one calendar year without a Group 2 violation.

A. Students violating school rules which results in an out-of-school suspension shall be held accountable as follows:

1. First and second offenses

~~Three-week suspension to include a one activity minimum with mandatory practice continuing. (Middle Schools reduced to two weeks)~~ **Partial day out-of-school suspension to two days out-of-school suspension will result in a suspension of 10 percent of the season's competitions.**

**An infraction of three or more days out-of-school suspension will result in a suspension of 25 percent of the season's competitions.**

**When the student is back in school and is serving the suspension for the Code of Conduct violation, it is required that the student maintains participation in all other team activities (practices, study tables, etc.).**

2. Third offense

The student shall be suspended from all competitions for one calendar year from the date of the infraction.

B. Students violating school rules which results in a full day in-school suspension shall be held accountable as follows:

1. **First/second offense:**

Suspension from one activity with mandatory practice continuing.

2. **Third offense:**

Three-week suspension to include one activity with mandatory practice continuing.

3. **Fourth offense:**

Suspension for one calendar year from the date of the infraction.

C. Students who have been designated by the school attendance officer or administration, as truant from class shall be held accountable as follows:

1. ~~Suspension from one (1) activity per assigned school date missed. While the establishment of whether a student was truant, un-excused, or excused may be reviewed, the penalty for the infraction may not be reduced.~~ **Students considered truant one or more times on a date during the WIAA sports-specific season will miss one competition.**

(Activity is defined as a contest, performance, or competition.)

### **GROUP 3**

#### Wisconsin Anti-Hazing Law. 948.51

No person may intentionally or recklessly engage in acts, which endanger the physical health and safety of a student for the purpose of initiation or admission into or affiliation with any organization operation in connection with a school, college or university. Under those circumstances, prohibited acts that may include any brutality of a physical nature, such as whipping, beating, branding, forced consumption of any food, liquor or other substance, forced confinement or any other forced activity which endangers the physical health and safety of the student **are prohibited**. In this section “forced activity,” means any activity, which is a condition of initiation, rite of passage or admission into or affiliation with an organization, regardless of a student’s willingness to participate in the activity.

- A. If school authorities find that a student violated Wisconsin’s Anti-Hazing Law, the student shall be suspended from all activities for one calendar year from the date of the infraction. The student will be referred to the local authorities since violation of the Wisconsin Anti-Hazing Law, depending on the seriousness of the act, can be classified as either a misdemeanor or a felony.

### **GROUP 4**

Athletes failing to provide the school with a valid WIAA medical examination signed by the examining physician and by the parent/guardian every two years cannot participate in the program. Students who submit examinations, waivers, or activity codes signed by parties other than their parent/guardian shall be suspended from all activities immediately for one year from the date of discovery.

#### **Additional Rules for Athletes**

- A. Students attending Kenosha Unified Schools that do not sponsor WIAA athletic programs are eligible only at the WIAA school in which their parents reside.
- B. School or athletic team infractions and absences

1. A coach, **in coordination with the building athletic director**, may suspend an athlete temporarily from the athletic squad for no more than one week for minor infractions of school or athletic rules and regulations. Suspension for more than one week or removal of an athlete from a team requires the approval of building administration. Each head coach will provide a copy of the team rules covering his/her particular sport to each athlete, building administrators, and have it on file in the building athletic director's office.
2. Athletes must be in attendance the entire school day prior to an after-school or evening practice or contest. Serious illness or death in the immediate family; medical/dental appointments; and special situations such as field trips, college visits, etc. for which an excuse has been secured beforehand from the school designee are exceptions to the rule.

#### C. Student Transfer

1. ~~All code violations and penalties shall carry forward for athletes to a new School District during the school year. Group I code violations and 3 or more Group II violations will carry forward to a new School District during the summer months. Students transferring into the Kenosha Unified School District from any school, whether or not a member school, with the status of ineligibility for disciplinary reasons, academic reasons and/or a result of another State Association's regulation or sanction, retains such status at his/her new school for the same period as decreed by the former school.~~
2. ~~Athletes who transfers from any school into a member school, unless the transfer is made necessary by a total change in residence by parents, must do so before attending one or more days of school or one or more athletic practices at the school the student is leaving. If not, the student is ineligible for varsity level competition for the remainder of that school year.~~
3. ~~Athletes who transfers from any school into a member school after the fourth consecutive semester following entry into Grade 9 shall be ineligible for competition for one calendar year, unless the transfer is made necessary by a total change in residence by parent(s). The calendar year will be determined from a student's last day of attendance at the school and/or last day of attendance at athletic practice. All students transferring to a Kenosha Unified School District school will be handled in accordance with the WIAA transfer rules.~~

#### IV. Age/Years (WIAA Rules)

~~\_\_\_\_\_ A. An athlete is ineligible if he/she reaches his/her nineteenth (19<sup>th</sup>) birthday before August 1 of any school year.~~

~~\_\_\_\_\_ B. An athlete is ineligible if he/she has attended more than eight (8) semesters after entering the ninth (9<sup>th</sup>) grade.~~

## Academic Eligibility Requirements

### A. Athletics

1. Kenosha Unified School District's academic eligibility rule is within the WIAA's Rules of Eligibility guidelines.
2. An athlete must meet the Kenosha Unified School District, Wisconsin Department of Public Instruction, and WIAA requirements defining a full-time student.
3. ~~Athletes must be enrolled in a minimum of four blocks (or 2 double blocks) during each semester of athletic participation. Athletes must have passing grades in all blocks to maintain their athletic eligibility. Athletes enrolled in additional blocks must have all passing grades on their report card in order to compete in athletics.~~

### B. Activities/Athletics

1. A student receiving 1 F or more in a grading period **or an incomplete** will be declared academically ineligible for a period of 15 school days and nights. Academically ineligible status means that a student will be allowed to practice with the team or activity; however, they will not be allowed to compete in any contest. A student will regain eligibility after the 15 school days and nights if they are doing passing work in **ALL** of their classes. Students are required to have a weekly progress report signed by all of their teachers and turned into the building athletic director or advisor. Students not passing **ALL** of their classes will be ineligible for competition until the next weekly progress report. This report must be completed ~~every Friday~~ **weekly** and will remain in effect until the next grading period. Incomplete grades shall count as Fs until completed.
2. ~~Quarter grades will be used to determine a student's eligibility for the next grading period. Semester grades will be used if quarter grades are not applicable for that specific grading period.~~ **Final transcribed course grades will be used to determine academic eligibility.**
3. The 15 school days and nights will begin the day after the validation date for grades at the schools.

## SPECIAL NOTES

- A. A student who participates in activities where there are not competitive contests will be suspended from a percentage of the regular activities which follow the violation.
- B. If a student is participating in more than one activity at a time, the full consequence will apply to each activity.

- C. A nonathletic suspension does not supersede an athletic suspension.
- D. The responsibility for enforcing this code lies with the student, his/her parents, the coaches/advisors, and the school administration.
- ~~E. Travel~~

- ~~1. The student must travel to and from out-of-town events via transportation arranged by the district and/or coach or advisor. A student who travels via other transportation will not participate in that event.~~
- ~~2. Exceptions may be made in advance with the approval of school administration and must be in writing from the parents/guardians. Students may only travel to and from out-of-town events with their parents/guardians.~~
  - ~~a. Middle school students may travel home with their parent's if the transportation form is properly file with the coach/advisor.~~

### **Appeal Procedures**

#### **ATHLETICS**

- A. If the athlete or parents contend that there are extenuating circumstances regarding the code violation, they may submit a written appeal to the principal within five school days after receiving notification from school authorities. The suspension, however, remains in effect through the hearing process.
- B. After receiving a letter of appeal, the principal will contact the coordinator of athletics, physical education, health, recreation, and senior center who will appoint a hearing committee. These individuals along with the principal (hearing officer) and building athletic director will comprise the hearing committee. The coordinator of athletics, physical education, health, recreation, and senior center will also be in attendance as a nonvoting member (unless there is a tie vote) to insure that all district and WIAA rules are upheld.
- C. The hearing will be set at the earliest convenience to all parties prior to the next scheduled contest, if possible. If the principal cannot conduct the hearing, he/she will designate an assistant principal as the hearing officer.
- D. After hearing the case, the hearing officer will call for a closed session; and the hearing committee will deliberate the merits of the case. If during the deliberations the hearing committee finds that extenuating circumstances were involved, it has the authority to reinstate or provide for a reduction in the penalty as set forth in the Code of Conduct. The hearing officer (principal/designee) will contact the parents of the athlete in question and will inform them in writing of the committee's decision.

- E. The decision of the hearing committee will be final
- F. **There are no appeals for athletes suspended for only one contest.**

## **CATEGORIES 2, 3, AND 4**

- A. If the student or parents contend that there are extenuating circumstances regarding the code violation, they may submit a written appeal to the principal within five school days after receiving notification from school authorities. The suspension, however, remains in effect through the appeal process.
- B. The principal/designee shall, within five days, respond in writing to the appeal.
- C. A second appeal may be submitted to the chief of school leadership within five school days after the principal's ruling. This appeal should be in writing and will be responded to in writing within five school days by the chief of school leadership. The decision of the chief of school leadership shall be final.
- D. **There are no appeals for students suspended for only one activity.**

## **Enforcement**

In accordance with the Kenosha Unified School District and the WIAA, this Code of Conduct shall be enforced **uniformly year around**.

*Parent(s)/guardian(s) should retain this Code of Conduct for their home records.*

The Kenosha Unified School District 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 any educational program, activity, or employment in the district. The superintendent of schools/designee ([262] 359-6320) addresses questions regarding student discrimination, and the chief human resources officer ([262] 359-6333) answers questions concerning staff discrimination.



**PARENT-ATHLETE ACTIVITIES CODE OF CONDUCT  
AND WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION  
RULES OF ELIGIBILITY SIGN-OFF FORM**

This form must be completed and submitted to the athletic director prior to a student being declared eligible for practice and competition.

I, \_\_\_\_\_ HAVE READ, UNDERSTAND, AND  
(Please print.)

DISCUSSED THE ACTIVITIES CODE OF CONDUCT AND THE WISCONSIN  
INTERSCHOLASTIC ATHLETIC ASSOCIATION RULES OF ELIGIBILITY WITH MY  
PARENT/GUARDIAN. I AGREE TO PARTICIPATE IN ACCORDANCE WITH THE  
CONDITIONS SET FORTH IN THE ACTIVITIES CODE OF CONDUCT. I FURTHER  
CERTIFY THAT IF I DID NOT UNDERSTAND ANY OF THE INFORMATION IN BOTH  
DOCUMENTS, I HAVE SOUGHT AND RECEIVED AN EXPLANATION OF THE  
INFORMATION PRIOR TO SIGNING THIS STATEMENT.

\_\_\_\_\_  
Student's signature

\_\_\_\_\_  
Grade

\_\_\_\_\_  
Date



I, THE PARENT/GUARDIAN OF \_\_\_\_\_  
(Please print.)

HAVE READ, UNDERSTAND, AND DISCUSSED THE ACTIVITIES CODE OF CONDUCT  
AND THE WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION RULES OF  
ELIGIBILITY WITH MY STUDENT. I FURTHER AGREE TO PERMIT MY STUDENT TO



PARTICIPATE IN ACCORDANCE WITH THE CONDITIONS SET FORTH IN THE ACTIVITIES CODE OF CONDUCT. I FURTHER CERTIFY THAT IF I DID NOT UNDERSTAND ANY OF THE INFORMATION IN BOTH DOCUMENTS, I HAVE SOUGHT AND RECEIVED AN EXPLANATION OF THE INFORMATION PRIOR TO SIGNING THIS STATEMENT.

\_\_\_\_\_  
Parent's/guardian's signature

\_\_\_\_\_  
Date

One agreement must be signed each year for all student participation in Categories 1, 2, and 3 activities.

Please list the activities your student will be involved in during the present school year.

SPORTS	ACTIVITIES

*Coaches/advisors must retain a signed copy of this form in their files for each student involved in their activity.*

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## KENOSHA UNIFIED SCHOOL DISTRICT

April 25, 2022

### **Proposed Changes to KUSD Policy 5120 Student Enrollment Reporting and Policy 6456 Graduation Requirements**

Kenosha Unified continues to develop and expand available options for high school students in regards to courses and programs that support both high school and post-secondary credit and/or certifications. Some of these programs are referred to as Dual Credit courses, the state sponsored Early College Credit Program, Start College Now or Youth Apprenticeship. Some of these programs may take place within a KUSD high school and aligned to the daily bell schedule. However, most of these options do not align with the typical KUSD high school bell schedule and/or may take place at another location.

The primary proposed change to KUSD Policy 5120 Student Enrollment Reporting and Policy 6456 Graduation Requirements is regarding the schedule for a full time student. Currently, a KUSD high school student is considered full time if the student is scheduled for a minimum of 6.0 credits during the regular school year. The proposal would be to modify this minimum requirement to 5.0 credits for just students in grades 11 and 12. This should help promote many of these additional opportunities for students while decreasing scheduling conflicts. It should be noted that these are not credit caps, so students can certainly attempt more credits if they desire. Policy 6456 Graduation Requirements also has some minor updated proposed language that help clarify the current expectations. Counselors and instructional staff continue to monitor student progress for credits, and work to modify schedules and resources to support students as they progress towards credit attainment.

Policy 6456 was last updated 4 years ago, and since then there have been some assessment and GPA related changes. The proposal is to remove the “assessment and GPA” noted criteria as it is no longer readily aligned and inconsistent with prior years. KUSD has now fully transitioned to a Laude system of recognition and the ACT Aspire is ending this spring.

#### **Administrative Recommendation:**

Administration recommends that the School Board approve the proposed changes to KUSD Policy 5120 and Policy 6456 as a first reading at its April 25, 2022, regular School Board meeting, and then move along to a second reading at its May 24, 2022, regular School Board meeting.

Bethany Ormseth, Ed.D.  
Interim Superintendent of Schools

Kristopher Keckler  
Chief Information Officer

William Haithcock  
Interim Chief of School Leadership

**POLICY 5120  
STUDENT ENROLLMENT REPORTING**

The principal or designee of each school shall verify to the Office of Educational Accountability the number of students enrolled and such other information as may be required by Wisconsin Statutes for student enrollment purposes and for membership audit purposes.

Every student meeting the age requirements set forth in the state law, who is enrolled as a full-time student and not over the age of twenty (20) on the count date, shall be included in the annual third Friday of September and second Friday in January membership count. A student shall be considered full time according to the following:

1. An elementary or middle school student shall be considered full time if enrolled for a majority of the entire time specified for each school as recorded in the **annual KUSD "Hours of the School Day" file**.
2. A ~~senior~~ high school student **in grades 9 and 10** shall be considered full time if ~~enrolled~~ **scheduled** for at least 6.0 credits during the regular school year. **High School students in grades 11 and 12 shall be considered full time if scheduled for at least 5.0 credits during the regular school year. This is not a cap on the number of credits a student might take, but it should allow for a greater benefit to upper class students to take advantage of the growing number of dual credit/early college credit/Youth Apprentice opportunities.**
3. **Enrollment in dual-credit arrangements with identified and approved institutions shall be accepted on an equivalent-hour basis.**
- ~~3.4.~~ In the case of alternative programs, a student shall be considered full time if enrolled in any adopted and authorized program meeting his/her educational needs and the graduation requirements adopted by the Board. ~~Enrollment in dual-credit arrangements with identified and approved institutions shall be accepted on an equivalent-hour basis.~~

**LEGAL REF.:** Wisconsin Statutes - Section  
118.33 (1) High School Graduation Standards  
121.004(7) Definition - Pupil Enrolled

**CROSS REF.:** 6456 Graduation Requirements  
Special Education Policy and Procedure Handbooks

**ADMINISTRATIVE REGULATIONS:** None

**AFFIRMED:** August 13, 1991

**REVISED:** May 27, 1997  
July 28, 2015  
**May 24, 2022**

POLICY 6456  
GRADUATION REQUIREMENTS

Academic credits shall be awarded for mastery of standards in grades nine through twelve. A student must earn 23.5 credits, as described in Rule 6456 to graduate from the Kenosha Unified School District and a student must also complete 10 hours of community service, **and** successfully pass the state required civics exam with a score of 65% or higher, ~~and one of the following:~~

- ~~1. Reach a Readiness Level of "Close" or above on three of five subtests for the Grade 10 ACT Aspire or meet the equivalent benchmarks on the Grade 11 ACT Plus Writing assessment.~~
- ~~2. Earn a cumulative grade point average (GPA) of at least 1.5 on an unweighted scale through the seventh semester of high school; i.e., January of senior year~~
- ~~3. Meet one of the following test scores requirements:~~
  - ~~a. ACT Assessment 18 or above~~
  - ~~b. SAT I Exam 870 or above~~

OR

A student may receive a diploma by successfully completing an approved Individual Education Plan (IEP), Limited Language Plan (LLP), and/or Section 504 Plan that specifically defines any graduation requirement modifications.

KUSD students may obtain an online learning endorsement.

A student may complete the online learning endorsement through one of the following options:

1. Pass an online course (earned mark must appear on the transcript).
2. Pass a course with approved online components (as listed below in Section 6 of the credit requirements).

A credit deficient student who is at least 17 years of age who has been enrolled in a high school cohort group for more than three years (a student with a summer birthday would be able to take the exam with the spring testing group if they attended high school for more than three years with their peers) may also successfully complete the District Competency Graduation Requirements or a comparable program to earn a District diploma. In addition, a District diploma may be earned by a transfer student through an academic review of the student's transcript by a building administrator.

The School Board may also grant a District high school diploma to students who have successfully completed the graduation requirements of the Wisconsin National Guard Challenge Academy. Challenge Academy students must reach content proficiency either by meeting the proficiency standards on the Challenge Academy content assessments or the KUSD competency diploma assessments.

All students shall be required to take a full schedule. ~~Junior and senior year~~ **High School** students may be allowed to have ~~only one~~ non-academic release at any time **based on schedule needs and approved requests.** ~~Freshmen and sophomores release requests will require an administrative approval.~~ In addition, four years of high school attendance shall be required unless early graduation is applied for and approved pursuant to established District procedures. Each regular school year a **high school** student in **grades 9 and 10** is ~~required to enroll~~ **will be scheduled** in no less than six (6.0) credits. **High school students in grades 11 and 12 shall be scheduled in no less than five (5.0) credits, unless enrolled in an alternative program.** Students are eligible for early graduation when they have completed **all** of the requirements for receipt of a diploma.

POLICY 6456  
GRADUATION REQUIREMENTS  
PAGE 2

The Board may award a high school diploma to certain veterans, notwithstanding District and statutory high school graduation standards. To be awarded a diploma, a person must be at least 65 years of age, attended high school in the District or attended high school in Wisconsin and resides in the District, left high school before graduation to join the U.S. armed forces during a war period as defined in state law, and served on active duty under honorable conditions in the U.S. armed forces or in forces incorporated as part of the U.S. armed forces. War periods include, among others, World War II, the Korean Conflict, Vietnam War, and Persian Gulf War.

The Board may also award a high school diploma to a person who received a high school equivalency diploma after serving on active duty in the U.S. armed forces or in forces incorporated as part of the U.S. armed forces if the person meets the other conditions outlined in this paragraph and to a veteran who is deceased, but has satisfied the conditions outlined in this paragraph prior to death.

LEGAL REF.: Wisconsin Statutes

Sections	115.787	[Individualized education programs]
	115.915	[Availability of program services and modifications]
	118.15(1)(b)-(cm)	[Compulsory School Attendance]
	118.153	[Children at risk of not graduating from high school]
	118.30	[Pupil assessment]
	118.33	[High school graduation standards; criteria for promotion]
	118.35	[Programs for gifted and talented pupils]
	118.55	[ Early College Credit Program]
	120.13	[School Board Powers]
	120.13(37)	[Awarding high school diplomas to veterans]
	<del>121.02(1)(p)</del>	<del>[School district standard; graduation requirements]</del>
	PI 18	Wisconsin Administrative Code [High school graduation standards]

CROSS REF.: 5110.1, **Student Equal Educational Opportunity and Non-Discrimination Complaint in Education**

**5110.2, Non-Discrimination Guidelines Related to Students Who Are Transgender and Students Nonconforming to Gender Role Stereotypes**

5118.1,	Promotion
5120,	Student Enrollment Reporting
5240,	Accommodation of Private School and Home-Based Private Education Program Students
5260,	Open Enrollment – Full Time
5270,	Open Enrollment – Part Time
5310,	Student Attendance
6423,	Talent Development Program
6435,	<del>TBD Wisconsin Technical College Dual Credit Program</del> <b>Start College Now Program</b>
6450,	Early College Credit Program
6460,	Testing /Assessment

POLICY 6456  
GRADUATION REQUIREMENTS  
PAGE 3

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: August 13, 1991

REVISED: August 22, 1995  
May 28, 1996  
July 30, 1996  
September 11, 1996  
June 17, 1997  
June 9, 1998  
August 11, 1998  
September 14, 1999  
October 23, 2001  
May 27, 2003  
November 22, 2005  
August 26, 2008  
November 25, 2008  
April 26, 2011  
April 23, 2012  
July 28, 2015  
October 25, 2016  
March 27, 2018  
**May 24, 2022**

**RULE 6456**

**GRADUATION REQUIREMENTS**

**A. Credit Requirements and distinctions**

**1. Specific Credits Required out of 23.5.**

ENGLISH	4 credits
SOCIAL STUDIES	3 credits* 1 credit - U.S. History 1 credit - World History * ½ credit U.S. Government & Politics ½ credit Behavioral Science
MATHEMATICS	3 credits
SCIENCE	3 credits
PHYSICAL EDUCATION	1.5 credits**
HEALTH	0.5 credit
CONSUMER EDUCATION	0.5 credit***
ELECTIVES	8.0 credits
CIVICS EXAM	Successfully pass the state required civics exam with a score of 65% or above.
COMMUNITY/SERVICE LEARNING	Required of all students – 10 Service Hours
DIPLOMA WITH SERVICE DISTINCTION	100 Service Hours
DIPLOMA WITH HONORS DISTINCTION	4 Advanced Placement credits
ONLINE LEARNING ENDORSEMENT	Pass an online course or pass a course with a high quality online component.
<p>* Note: Students selecting the Advanced Placement U.S. Government and Politics option will be required to satisfactorily complete the entire course. Failure to do so will require students to take either U.S. Government and Politics or U.S. Government and Politics – Honors in order to satisfy the requirement. In the instance where a student successfully completes one credit of AP Government and Politics and has completed one credit of U.S. History and one credit of World History, the student has met the required 3 credits of social studies for graduation. Students planning on attending an institution of higher education are encouraged to take a behavioral science course.</p> <p>Note: Economics can be applied towards satisfying the consumer education requirement.</p> <p>**Unless exempted pursuant to Wisconsin Statutes, exemption shall be granted for medical reasons upon presentation of a physician's statement. Students excused from physical education for all four years of high school for medical reasons shall be required to makeup ½ credit in another elective subject for each semester excused from physical education.</p> <p>***Waived for students who successfully complete ½ credit Honors Economics, ½ credit Economics, 1 credit Advanced Placement Economics, or 1 credit Marketing.</p>	



- ~~2.1.~~ The District will provide access to honors, advanced placement, and post-secondary courses in accordance with state law requirements.
- ~~3.2.~~ Summer school credit is awarded on the basis of one-half (0.5) credit for each class successfully completed based on standards. Prior approval by the principal is required to earn credit for summer school courses taken outside of the District.
- ~~4.3.~~ Credit deficient students who are at least 17 years of age who have been in a high school cohort group for more than three years (a student with a summer birthday would be able to take the exam with the spring testing group if they attended high school for more than three years with their peers) and are current residents of the District may be issued a District diploma if they satisfy the following Competency Graduation Requirements.
- a. Are enrolled members of a District cohort group, which means that students must have been enrolled members of a particular Kenosha Unified School District graduating class. Eligible students must have been enrolled in the District prior to the end of their cohort year graduation date. Non-KUSD cohort students 18 yrs of age or older whose graduation year has expired will not be eligible to participate in the program.
  - b. Score at or above the fourth stanine on all predetermined subtests including core areas of the District's adopted standardized achievement tests.
  - c. Demonstrate competency in writing, which can be accomplished by reaching a Readiness Level of "Close" or above on three of five subtests for the Grade 10 ACT Aspire assessment or ACT Aspire/ACT Plus Writing Equivalent or scoring at a level 3.0 or higher on the WorkKeys writing assessment/**approved equivalent**.
  - d. Complete consumer education/economics, health, government and politics, or approved comparable courses.
  - ~~d.e.~~ **Complete the minimum 10 hours of community service.**
  - ~~e.f.~~ Meet employability standards in one of the following ways:
    - 1. Successful employment for a six-month period of time and can provide validation; or
    - 2. Meet an employability component established by the District in the form of a work readiness portfolio.
  - ~~f.g.~~ Students will be required to assume any associated costs for the administration and scoring of District adopted standardized assessments.
- ~~5.4.~~ Students who have successfully completed the graduation requirements of the Wisconsin National Guard Challenge Academy, including reaching proficiency on assessed content, may earn a District diploma. Challenge Academy students must reach content proficiency either by meeting the proficiency standards on the Challenge Academy content assessments or the KUSD competency diploma assessments.
- ~~6.5.~~ Standards of a Quality Online Learning Course:  
A high quality online course is defined as a structured learning environment that utilizes technology, consistently and regularly (lasting 10 hours or more) throughout the course. Students do not need to take a completely virtual course. Each building administration will maintain and communicate a list of courses that aligns to this expectation. Students have multiple options to complete this endorsement within or outside of their primary assigned school.

communication, and collaboration.

RULE 6456  
GRADUATION REQUIREMENTS  
PAGE 3

An online course/learning management system should be utilized to promote an understanding of progress monitoring systems, support universal learning opportunities, and facilitate the management of online experiences.

7.6. Accelerated/alternative high school credit attainment is an option for high school students aged 16 and above who may earn high school credit based upon satisfactory completion of individual portions of a District or state-approved criterion referenced test at 85 percent mastery or on norm referenced tests at the 4th stanine or above, normed at 12th grade, 7th month, independent of length of time required; completion of performance-based assignments, and attainment of minimum required credits.

B. Early Graduation:

To be considered for early graduation, the student and the parent/guardian shall submit a written request to the principal no later than the end of the first marking period of the school year in which the student plans to graduate early.

The student's course of study, earned grades in such courses, grade point average, and other performance indicators shall be made part of the student's transcript.

- C. Students enrolled in a middle school who complete high school courses may be awarded high school credit toward the overall district credit requirement, but not for the credit specified in WI State Statutes.
- D. A student may receive a diploma by successfully completing an approved Individual Education Plan (IEP), Limited Language Plan (LLP), and/or Section 504 Plan that specifically defines any graduation requirement modifications.

RULE 6456  
GRADUATION REQUIREMENTS  
Page 4

Specific 23.5 credits are required, 10 hours of community service, civics exam score of 65% or higher

or  
→

Students who successfully complete an IEP, LLP, and/or 504 Plan that specifically defines any graduation requirement modifications.

Met  
→

Diploma

and ↓

High School ACT Aspire/ACT/WorkKeys/Approved equivalent:  
3 out of 5 subtests at basic/close or above:  
or meeting the equivalent benchmarks on the ACT Plus Writing

Met  
→

Diploma

or ↓

~~GPA: 1.5 or above on an unweighted scale through the seventh semester; i.e., January of senior year~~

Met  
→

Diploma

or ↓

Other Tests:

- ~~1. ACT Assessment: 18 or above~~
- ~~2. SAT I Exam: 870 or above~~

1.

Met  
→

Diploma

or ↓

Exceptions:

1. Complete District Competency Graduation Requirements  
or
2. Complete Wisconsin National Guard Challenge Academy,  
including demonstration of content proficiency  
or
3. Qualifying veterans

Met  
→

Diploma

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KENOSHA UNIFIED SCHOOL DISTRICT  
Kenosha, Wisconsin

April 25, 2022

Voluntary Sick Leave Bank Program

**Background:**

The purpose of the Kenosha Unified School District (KUSD) Voluntary Sick Leave Bank Program (Bank) is to provide additional paid leave for employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury.

The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when an employee loses compensation as the result of a catastrophic illness or injury.

Attachment A outlines the proposed Kenosha Unified School District's Voluntary Sick Leave Bank Program.

**Board Consideration:**

Administration is recommending that the Board approve the implementation of a Voluntary Sick Leave Bank Program as outlined in attachment A.

Bethany Ormseth, Ed.D  
Interim Superintendent of Schools

Kevin Neir  
Interim Chief Human Resources Officer

## Attachment A

### Kenosha Unified School District Voluntary Sick Leave Bank Program

#### Voluntary Sick Leave Bank Program

The purpose of the Kenosha Unified School District (KUSD) Voluntary Sick Leave Bank Program (Bank) is to provide additional paid leave for employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute earned but unused personal sick days for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when an employee loses compensation as the result of a catastrophic illness or injury.

#### Definitions

- **Bank Member:** An employee who has voluntarily contributed personal sick days to the Sick Leave Bank. Only bank members may apply for and receive days from the Bank.
- **Catastrophic Illness or Injury:** A severe medical condition which requires an employee's absence from work for a prolonged period of time (more than 10 consecutive days) and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick and vacation if eligible. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be a seriously incapacitating, of extended duration, and require the services of a licensed health care provider.
- **Employee:** An individual employed with Kenosha Unified School District who has a sick or vacation leave balance.
- **Licensed Health Care Provider:** A trained health care provider participating within the scope of their license as determined under FMLA.
- **Sick Leave Bank:** A pool of days voluntarily donated by Kenosha Unified School District employees. The Bank provides paid sick leave to bank members who meet the eligibility requirements. It is administered by Human Resources.
- **Benefits Eligible:** An individual who has met the eligibility requirements as defined under the KUSD Benefits Guide for sick or vacation.

#### Establishment of the Bank

The Bank will be established through voluntary contribution of one (1) sick day by eligible employees during an initial enrollment period. Contributing a sick day establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

Once the Bank has been established, an open enrollment period will be held annually to allow bank members to contribute earned but unused personal sick time to the Bank. At the same time, any eligible employee may join the bank by contributing one (1) earned but unused sick day. In order to be a member in good standing, members must contribute at least one (1) earned but unused sick day during the open enrollment period. Should the Bank reach a balance of forty-five (45) or fewer days, a special

contribution period may be opened in order to increase the number of available Bank days. If any days remain in the Bank at the end of the fiscal year, they will be carried over to the next fiscal year.

#### **Donations to the Bank**

1. Eligible employees will be given an opportunity to donate to the Bank during the open enrollment period. Donors must have a minimum balance of ten (10) sick days in their personal account after making a donation to the Bank.
2. Any employee who wishes to donate a sick day to the Bank must sign a statement indicating the donation is voluntary. Donation forms will be submitted to Human Resources.
3. Donations made during the Sick Bank enrollment period (usually May of each year) qualify the employee for the following fiscal year (June – July).
4. Employees may not designate a particular individual to receive their donated sick time.
5. Once sick days have been donated to the Bank, they cannot be returned to the donating employee.
6. Any employee who contributes to the Bank will have their permanent sick balance reduced by the number of days they contribute to the Bank (i.e. If an employee has an eligible maximum of 90 days' and donates 1 day to the Bank their eligible maximum now becomes 89 days' for the remainder of the employee's employment with the District).

#### **Administration of the Bank**

The Bank will be administered by Human Resources. Human Resources will be responsible for coordinating the annual donation period, processing requests, and maintaining appropriate related records. Human Resources will also be responsible for reporting Bank usage to the Superintendent of Schools upon request.

Human Resources will prepare a written notification to the requesting member approving or denying the application for paid sick leave through the Bank. Human Resources will coordinate with the Payroll Department to ensure bank balances are adjusted for donations and withdrawals when approved. Human Resources will not grant Bank days to members when the Bank does not have available days or is below the required minimum of forty-five (45) days.

#### **Membership Eligibility, Obligations, and Limitations**

1. Membership in the Bank is open to all KUSD employees who are benefits eligible.
2. Enrollment in the Bank continues; provided the member has donated a minimum of one (1) day of leave and a balance of ten (10) sick days remain in their personal account after donating to the Bank.
3. Once enrolled membership continues from year-to-year unless the member submits a revocation form to Human Resources to discontinue membership, termination of employment, retirement, or death. No payment of benefits will be made to survivors.
4. Members must waive all claims to sick days voluntarily donated to the Bank, including any monetary or retirement related value the days may hold.
5. The Bank is only available to those employees enrolled who have completely exhausted all sick and vacation leave and who are not receiving disability (Short-Term, Long Term or Aflac) or Worker's Compensation.

6. Bank days must be used for an employee or family member's (spouse, child, or parent) serious health condition as stipulated under the Family Medical Leave Act (FMLA). The illness or injury must require a health care provider's care as defined in the FMLA. The Bank days are for continuous leave, not intermittent leave.
7. Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.

#### **Withdrawals from the Bank**

1. A member must complete an application for Bank days and submit it to Human Resources for approval.
2. Applications must be accompanied by a statement from a licensed health care provider that includes the beginning date of the condition, a description of the illness or injury, and a prognosis for recovery. Request should indicate the estimated number of Bank days required and information related to any pending disability claims.
3. The amount of Bank days granted for each request is determined by Human Resources and cannot exceed a maximum of fifteen (15) working days per eligible member. No member may receive more than fifteen (15) working days in a twelve-month period (12 months is measured on the fiscal calendar).
4. Bank days may be used only during the term of an employees' period of appointment.
5. Bank days granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
6. Bank days are not available for absences taken prior to eligibility for participation in the Bank.

#### **Appeal Procedure**

There is no appeal procedure as the decision of the District is final.



Kenosha Unified School District  
Kenosha, Wisconsin

April 25, 2022

**EXPULSION INDEPENDENT HEARING OFFICERS**

Administration brings forth a recommendation concerning the appointment of additional Hearing Officers to assist the District with any expulsion hearings for the remainder of the 2021/22 school year. Hearing Officers are part time employees that are called upon when needed for expulsion hearings and are paid \$100 for the first hour and \$25 for every 15 additional minutes after the first hour not to exceed \$300 for each hearing.

Thus far, Christopher Hauser has handled all of the expulsion hearings from the 2021-2022 school year. Nancy Wheeler has served as our secondary hearing officer for many years; however, she is retiring at the end of the 2021-2022 school year. Therefore, we are adding two new back up/secondary hearing officers for the remainder of the 2021-2022 school year and thereafter.

Christopher Hauser will remain in his position as the KUSD hearing officer that handles most of our expulsion hearings and we will be adding Mrs. Titus and Mr. Rupnow in advance of Ms. Wheeler's retirement. Below are the bios for each hearing officer:

**Christopher Hauser**

Mr. Hauser has an extensive background in the education field having held the following positions: Teacher, Positive Behavior Interventions and Support (PBIS) Supervisor, Principal, Regional Director of School Support, Regional Superintendent, and Interim Deputy Superintendent. Mr. Hauser retired from Milwaukee Public Schools (MPS) and was provided expulsion hearing officer training previously through MPS. He has served as a KUSD hearing officer since December 2020.

**Michael Rupnow**

Mr. Rupnow started his career as a physical education and health teacher in the Friess Lake School District. He then became the Activities Director, Racine Park High School before serving as an Assistant Principal at Bradford High School, Park High School and Starbuck Middle School. Mr. Rupnow also served as the directing principal of Racine's Knapp Elementary School. In 2011, Mr. Rupnow retired from full time work and has since served the district part time as a substitute Administrator. In 2019, Mr. Rupnow also started serving as an Independent Hearing Officer for Racine Unified Schools. He continues to serve Racine in this capacity.

**Gayle Titus**

Mrs. Titus has a Bachelor of Science degree from West Virginia University and a Master of Science from UW-Milwaukee. She was a teacher for twenty-six years in both West Virginia and Wisconsin. Her administrative experience (14 years) was exclusively in the Racine Unified School District. Since her retirement in 2014, she has served as a long-term administrative sub in several schools in RUSD. She has also worked as an independent hearing officer since October 2021 in Racine.

**Nancy Wheeler**

Ms. Wheeler is a practicing attorney in Racine. She previously served as a Racine Judge, of which four years were in the juvenile division. Ms. Wheeler has served as a KUSD Hearing Officer for nine years.

**Administrative Recommendation**

Administration recommends that the Board of Education authorize the appointment of Gayle Titus and Michael Rupnow as additional Hearing Officers for the purpose of expulsion hearings for the remainder of the 2021-2022 school year at the rate of \$100 for the first hour and \$25 for every 15 additional minutes after the first hour not to exceed \$300 per hearing. It is also recommended that the Board approve Resolution 390 – Resolution to Authorize Independent Hearing Officers to Determine Pupil Expulsions for the Remainder of the 2021-2022 School Year.

Bethany Ormseth, Ed.D.  
Interim Superintendent of Schools

William Haithcock  
Interim Chief of School Leadership



**RESOLUTION TO AUTHORIZE INDEPENDENT HEARING OFFICERS TO DETERMINE  
PUPIL EXPULSIONS FOR REMAINDER OF THE 2021-2022 SCHOOL YEAR**

**WHEREAS**, pursuant to Section 120.13(1)(e) of the Wisconsin Statutes, a school board may adopt a resolution authorizing independent hearing officers appointed by the school board to determine pupil expulsions from school under Wis. Stat. §§ 120.13(1)(e)2. through 120.13(1)(e)4.; and

**WHEREAS**, such a resolution authorizing the use of an independent hearing officer to determine pupil expulsion is effective only during the school year in which it is adopted; and

**WHEREAS**, the Board of Education of the Kenosha Unified School District desires to authorize the use of independent hearing officer to determine pupil expulsions for the 2021-2022 school year;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE KENOSHA UNIFIED SCHOOL DISTRICT** that, pursuant to Wis. Stat. § 120.13(1)(e), the Board of Education authorizes independent hearing officers appointed by the Board of Education to determine pupil expulsion matters for the 2021-2022 school year; and

**BE IT FURTHER RESOLVED** that the Board of Education shall, by motion, appoint one or more individuals who, in the judgment of the Board, are qualified to serve in the capacity of an independent hearing officer under Section 120.13(1)(e) of the Wisconsin Statutes; and, thereafter, the Superintendent or any administrative designee of the Superintendent may select any individual who has been so appointed to hear and determine, subject to the Board of Education's review of any expulsion order, any pupil expulsion matter that arises in the school year in which this Resolution is effective.

**BE IT FURTHER RESOLVED** that the officers, employees, and agents of the Kenosha Unified School District are authorized and directed, to the extent consistent with applicable law and Board of Education policy, to do any and all things reasonably necessary to accomplish the purposes of this Resolution.

**BE IT FURTHER RESOLVED** that the Kenosha Unified School District Board of Education previously approved Resolution 379 on August 24, 2021 appointing Christopher Hauser and Nancy Wheeler as Expulsion Independent Hearing Officers for the 2021-2022 school year as filed with the secretary to the Board of Education.

**BE IT FURTHER RESOLVED** that the Kenosha Unified School District Board of Education approve Gayle Titus and Michael Rupnow as Expulsion Independent Hearing Officers for the 2021-2022 school year as filed with the secretary to the Board of Education.

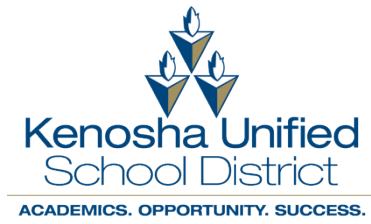
This Resolution was adopted by the Board of Education and is recorded in the minutes of the Board of Education meeting held on the 25<sup>th</sup> day of April, 2022.

Kenosha Unified School District  
BOARD OF EDUCATION

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Clerk

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## **In recognition of Mental Health Awareness Month 2022**

**WHEREAS**, organizations like Mental Health America, the National Alliance on Mental Illness, and many others observe May as Mental Health Month each year; and

**WHEREAS**, the COVID-19 public health emergency has taken an overwhelming toll on the mental and physical well-being of our students, staff and families; and

**WHEREAS**, according to the Centers for Disease Control, more than 20% of youth have a diagnosed mental health disorder in the U.S.; and

**WHEREAS**, according to a recent United States Census Bureau survey, 37% of adults reported symptoms of anxiety or depression in the, triple the amount reported in 2019; and

**WHEREAS**, according to the U.S. Department of Education, an estimated 60% of students with emotional, behavioral and mental health disorders do not graduate from high school; and

**WHEREAS**, suicide is the second leading cause of death among people ages 10–34 and the 10th leading cause of death overall in the U.S.; and

**WHEREAS**, it is critical to reduce the stigma of mental health illness now more than ever because it often prevents individuals from seeking much-needed supports and help; and

**NOW, THEREFORE, BE IT RESOLVED** that the Kenosha Unified School Board views mental health well-being as equally as important as physical well-being for students, staff and families and encourages everyone to use Mental Health Awareness Month to seek necessary supports, as well as calls upon our community to break down stigmas associated with mental illness.

**BE IT FURTHER RESOLVED**, that a true copy of this resolution be spread upon the official minutes of the Board of Education.

\_\_\_\_\_  
*President, Board of Education*

\_\_\_\_\_  
*Superintendent of Schools*

\_\_\_\_\_  
*Secretary, Board of Education*

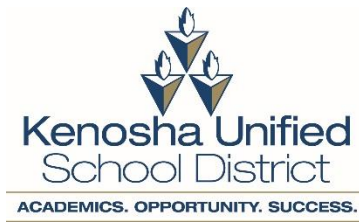
*Members of the Board:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Resolution 391  
April 25, 2022*

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April 25, 2022

## DONATIONS TO THE DISTRICT

The District has received the following donations:

1. Dennis Troha donated \$2,000 to the Indian Trail High School & Academy's Baseball program.
2. Brompton Community Partnership donated a basketball hoop to Brompton Academy. The value of this donation is \$1,108.54.

### 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).

Bethany Ormseth, Ed.D.  
Interim Superintendent of Schools

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KENOSHA UNIFIED SCHOOL DISTRICT  
Kenosha, Wisconsin

April 25, 2022

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

**April**

- April 11, 2022 – Executive Session – 5:30 P.M.
- **POSTPONED** - April 12, 2022 – School Board Standing Committee Meetings
- April 15-24 2022 – Spring Recess
- April 25, 2022 – Organizational Meeting – 6:30 P.M.; Regular School Board Meeting – 7 P.M.

**May**

- May 24, 2022 - Regular School Board Meeting – 7 P.M.
- May 27, 2022 – ½ day for students and instructional staff
- May 30, 2022 – District Closed – Memorial Day

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