

REGULAR SCHOOL BOARD MEETING

August 23, 2022

7:00 PM

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

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Regular School Board Meeting
August 23, 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
August 23, 2022

REVISED

The Office of Human Resources recommends the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE
Appointment	Aluctika	Woelfgang	Indian Trail HS & Academy	Math Intervention Specialist	Instructional	08/26/2022	1
Appointment	Andersen	Alyx	4K Program	4K Program	Instructional	08/26/2022	1
Appointment	Anderson	Dana	Frank Elementary School	Cross Categorical	Instructional	08/01/2022	1
Appointment	Anderson	Melissa	Mahone Middle School	Administrative Support (10 MO)	ASP	08/12/2022	1
Appointment	Anderson	James	Lakeview Technology Academy	English	Instructional	08/26/2022	0.67
Appointment	Arie	Melissa	Wilson Elementary School	Special Education	ESP	08/02/2022	1
Appointment	Baertlein	Emma	Forest Park Elementary School	Social Worker	Instructional	08/26/2022	1
Appointment	Barber	Kathryn	Brass Community School	Grade 4	Instructional	08/26/2022	1
Appointment	Barnes	Michael	Bullen Middle School	E.D.	Instructional	08/26/2022	1
Appointment	Basgall	Jennifer	Wilson Elementary School	Special Education	ESP	08/02/2022	1
Appointment	Bear-Gorman	Misty	KTEC West	Grade 3	Instructional	08/26/2022	1
Appointment	Beauchamp	Jeffrey	Roosevelt Elementary School	Grade 5	Instructional	08/26/2022	1
Appointment	Beene	Jessica	Bradford High School	Cross Categorical	Instructional	08/26/2022	1
Appointment	Benjamin	Kayla	Chavez Learning Station	Head Start	ESP	08/29/2022	1
Appointment	Bennett	Erika	Wilson Elementary School	Intervention Specialist	Instructional	08/01/2022	1
Appointment	Brickl	Terry	Dimensions of Learning	Intervention Specialist	Instructional	08/26/2022	0.75
Appointment	Brockman	Karen	McKinley Elementary School	Cross Categorical	Instructional	08/26/2022	1
Appointment	Brooks	Julia	Washington Middle School	Middle School Choir/Performing Arts	Instructional	08/26/2022	1
Appointment	Brown	Nicolette	Jeffery Elementary School	Grade 2	Instructional	08/26/2022	1
Appointment	Casciaro Gaertner	Elizabeth	Jefferson Elementary School	Intervention Specialist	Instructional	08/26/2022	1
Appointment	Casey	Beth	McKinley Elementary School	Intervention Speicalist	Instructional	08/26/2022	0.4
Appointment	Collum	Mya	Indian Trail HS & Academy	SEL Intervention Specialist	Instructional	08/26/2022	1
Appointment	De Jong	Christian	Tremper High School	Family and Consumer Ed	Instructional	08/26/2022	1
Appointment	Dennis	Jason	Indian Trail HS & Academy	Math	Instructional	08/26/2022	1
Appointment	Duncan	Nathaniel	Lance Middle School	Math	Instructional	08/26/2022	1
Appointment	Espinosa	Arik	Information Services	Technology Support Technician	AST	08/01/2022	1
Appointment	Estevez	Kayla	Indian Trail HS & Academy	English	Instructional	08/26/2022	1
Appointment	Flood	Scott	Bullen Middle School	Social Studies	Instructional	08/26/2022	1
Appointment	Frederick	Jalysse	Lincoln Middle School	Cross Categorical	Instructional	08/26/2022	1
Appointment	George	Abbey	Bullen Middle School	Cross Categorical	Instructional	08/26/2022	1
Appointment	Gideon	Paul	Mahone Middle School	Special Education	ESP	08/29/2022	1

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The Office of Human Resources recommends the following actions:

Appointment	Grazier	Sharon	Forest Park Elementary School	Special Education	ESP	08/29/2022	1
Appointment	Hawley	Robin	Lincoln Middle School	Administrative Support (10 MO)	ASP	08/12/2022	1
Appointment	Hayek	Diane	Bose Elementary School	Intervention Specialist	Instructional	08/26/2022	1
Appointment	Henderson	Jennifer	Stocker Elementary School	Intervention Specialist	Instructional	08/26/2022	1
Appointment	Hengeveld	Gerrit	Lakeview Technology Academy	Cross Categorical	Instructional	08/26/2022	1
Appointment	Herbrechtsmeier	Emily	Somers Elementary School	CDS	Instructional	08/26/2022	1
Appointment	Hoffman	Leslie	Fine Arts	Elementary Band	Instructional	08/26/2022	1
Appointment	Horvat	Wendy	Jefferson Elementary School	Grade 5	Instructional	08/26/2022	1
Appointment	Johnson	Amanda P.	Indian Trail HS & Academy	Cross Categorical	Instructional	08/26/2022	1
Appointment	Jones	Christina	Frank/Wilson Elementary Schools	Music	Instructional	08/01/2022	1
Appointment	Jones	Autumn	Jeffery Elementary School	Grade 3	Instructional	08/26/2022	1
Appointment	Kirby	Abigail	Harborside Academy	English	Instructional	08/26/2022	1
Appointment	Koepke	Rachel	Lincoln Middle School	Art	Instructional	08/26/2022	1
Appointment	Kollmann	Audra	Bullen Middle School	Grade 6	Instructional	08/26/2022	1
Appointment	LaForge	Emma	EBSOLA CA	Grade 1	Instructional	08/26/2022	1
Appointment	Larsen	Dana	Forest Park Elementary School	E.D.	Instructional	08/26/2022	1
Appointment	Lascola	Samuel	Lance Middle School	Science	Instructional	08/26/2022	1
Appointment	Lehman	Marshall	Bullen Middle School	Grade 6	Instructional	08/26/2022	1
Appointment	Lewis	Amanda	Wilson Elementary School	Cross Categorical	Instructional	08/01/2022	1
Appointment	Lindow	Taylor	Jefferson Elementary School	Kindergarten	Instructional	08/26/2022	1
Appointment	Lueck	Carrie	Frank Elementary School	E.D.	Instructional	08/01/2022	1
Appointment	Matushek	Olivia	Whittier Elementary School	Grade 1	Instructional	08/26/2022	1
Appointment	McCullum	Thomas	Forest Park Elementary School	Night Custodian - Second Shift	Facilities	07/13/2022	1
Appointment	McLellan	Sarah	Bradford High School	Interim Assistant Principal-High School	AST	08/24/2022	1
Appointment	McMullin	Katie	Brass Community School	Information/Health Services	ESP	08/29/2022	1
Appointment	Mendoza	Jocelyne	EBSOLA CA	Grade 1	Instructional	08/26/2022	1
Appointment	Miller	Brittany	Frank Elementary School	Cross Categorical	Instructional	08/01/2022	1
Appointment	Nixon	Danielle	Mahone Middle School	Special Education	ESP	08/29/2022	1
Appointment	Orlowski	Amy	Forest Park	Head Start	ESP	08/29/2022	1
Appointment	Paar	Benjamin	Grewenow/Forest Park Elementary Schools	Night Custodian - Second Shift	Facilities	08/01/2022	1
Appointment	Padilla	Vanessa	Brass Community School	Grade 4	Instructional	08/26/2022	1
Appointment	Pelto	Taryn	Washington Middle School	Social Worker	Instructional	08/26/2022	1
Appointment	Peterson	Emily	Department of Special Education	Speech Therapist	Instructional	08/26/2022	1

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The Office of Human Resources recommends the following actions:

Appointment	Priola	Misty	Chavez Learning Station	Preschool Associate	ESP	08/29/2022	1
Appointment	Rector	Bridgette	Bose Elementary School	Special Education	ESP	08/26/2022	1
Appointment	Richardson	Katherine	Mahone Middle School	E.D.	Instructional	08/26/2022	1
Appointment	Rivette	Jamie	Jefferson Elementary School	Grade 1	Instructional	08/26/2022	1
Appointment	Rodriguez	Miguel	Bradford High School	E.D.	Instructional	08/26/2022	1
Appointment	Roth	Corki	Finance	Purchasing Specialist (12 MO)	ASP	08/12/2022	1
Appointment	Ruchti	McKenna	Pleasant Prairie Elementary School	Grade 4	Instructional	08/26/2022	1
Appointment	Ruffalo	Rayanna	Instructional Media Center	Administrative Support (12 MO)	ASP	07/25/2022	1
Appointment	Ruosch	Morgan	Frank Elementary School	Social Worker	Instructional	08/01/2022	1
Appointment	Sanderson	Aaron	Indian Trail HS & Academy	Business	Instructional	08/26/2022	1
Appointment	Schultz	Helena	Whittier Elementary School	Grade 3	Instructional	08/26/2022	1
Appointment	Scott	Aalia	Lincoln Middle School	Social Studies	Instructional	08/26/2022	1
Appointment	Shaban	Alex	Frank/Wilson Elementary Schools	Art	Instructional	08/01/2022	1
Appointment	Shramek	Kallie	Tremper High School	English	Instructional	08/26/2022	1
Appointment	Shulz	Shelby	Vernon Elementary School	Grade 5	Instructional	08/26/2022	1
Appointment	Smith	Teresa	Department of Special Education	Administrative Support (12 MO)	ASP	08/01/2022	1
Appointment	Stachow	Adam	Pleasant Prairie Elementary School	Grade 5	Instructional	08/26/2022	1
Appointment	Steensen	Megan	4K Program	4K Program	Instructional	08/26/2022	1
Appointment	Steinich	Janelle	Vernon Elementary School	Grade 3	Instructional	08/26/2022	1
Appointment	Tatay	Jack	Fine Arts	Art	Instructional	08/26/2022	1
Appointment	Tolefree	Shaina	EBSOLA CA	SEL Intervention Specialist	Instructional	08/26/2022	1
Appointment	Tregellas	Matthew	Lincoln Middle School	Interim Assistant Principal-Middle School	AST	08/24/2022	1
Appointment	Uelmen	Elizabeth	Bullen Middle School	English	Instructional	08/26/2022	1
Appointment	Van Thiel	Sharon	Wilson Elementary School	Grade 1	Instructional	08/01/2022	1
Appointment	Weidner	Sierra	Forest Park Elementary School	Grade 5	Instructional	08/26/2022	1
Appointment	Wildman	Courtney	Whittier Elementary School	Kindergarten	Instructional	08/26/2022	1
Appointment	Williams	Elizabeth	Brass Community School	Special Education	ESP	08/29/2022	1
Appointment	Williamson	Kaitlyn	Pleasant Prairie Elementary School	Cross Categorical	Instructional	08/26/2022	1
Appointment	Willis	Hannah	Forest Park Elementary School	Grade 2	Instructional	08/26/2022	1
Appointment	Winter	Emily	Indian Trail HS & Academy	Cross Categorical	Instructional	08/26/2022	1
Appointment	Winter	Evan	Bradford High School	Math	Instructional	08/26/2022	1
Appointment	Yates	Daniel	Tremper High School	Physical Education	Instructional	08/26/2022	1
Appointment	Ysteboe	Maleia	Vernon Elementary School	Cross Categorical	Instructional	08/26/2022	1

Kenosha Unified School District

Kenosha, WI

August 23, 2022

The Office of Human Resources recommends the following actions:

Resignation	Ambrosio	Eric	Mahone Middle School	Online Support	ESP	08/08/2022	1
Resignation	Boak	Kelly	Food Service	Food Service Worker	Food Service	08/15/2022	1
Resignation	Bodus	Grace	Department of Special Education	Speech Therapist	Instructional	06/09/2022	1
Resignation	Charbogian	Lindsey	McKinley Elementary School	Cross Categorical	Instructional	08/15/2022	1
Resignation	D'Abbraccio	Thomas	EBSOLA CA	Special Education	ESP	06/08/2022	1
Resignation	Ebener	Mariah	Chavez Learning Station	Preschool Associate	ESP	06/08/2022	1
Resignation	Emmerich	Kimberlee	Jefferson Elementary School	Special Education	ESP	07/29/2022	1
Resignation	Fisher	Jaylyn	Curtis Strange Elementary School	Grade 5	Instructional	07/22/2022	1
Resignation	Gentile	Rita	Lance Middle School	Middle School Choir/Music	Instructional	06/09/2022	1
Resignation	Hansen	Colleen	EBSOLA CA	Special Education	ESP	06/08/2022	1
Resignation	Jones	Christina	Frank/Wilson Elementary Schools	Music	Instructional	08/05/2022	1
Resignation	Kirby	Abigail	Harborside Academy	English	Instructional	08/15/2022	1
Resignation	Kitts-Lewinski	Tanya	Indian Trail HS & Academy	Cross Categorical	Instructional	08/04/2022	1
Resignation	Kochan	Tyler	Bradford High School	History	Instructional	08/15/2022	1
Resignation	Kuzelka	Karen	Bradford High School	Cross Categorical	Instructional	06/09/2022	1
Resignation	Landowski	Jodi	Finance	Purchasing Specialist (12 MO)	ASP	08/12/2022	1
Resignation	Mooney	Kate	EBSOLA DL	Dual Spanish	Instructional	07/28/2022	1
Resignation	Read	Matthew	Mahone Middle School	Social Studies	Instructional	08/02/2022	1
Resignation	Rice	Amber	Department of Special Education	Occupational Therapist	Instructional	08/15/2022	1
Resignation	Ruha	Heather	Washington Middle School	Grade 6	Instructional	08/01/2022	1
Resignation	Ruta	Melissa	Vernon Elementary School	E.C.	Instructional	08/02/2022	1
Resignation	Schmitt	Eric	Reuther Central High School	Science	Instructional	07/29/2022	1
Resignation	Schroeder	Alexandria	Bradford High School	PE	Instructional	06/09/2022	1
Resignation	Strangberg	Christopher	Bullen Middle School	Science	Instructional	08/15/2022	1
Resignation	Wunderle	Samuel	Grewenow Elementary School	Special Education	ESP	07/29/2022	1
Resignation	Zurbuchen	Danette	Lance Middle School	Special Education	ESP	06/08/2022	1
Retirement	Bornhuetter	Debra	Brompton School	Grade 5	Instructional	08/05/2022	1
Retirement	Cochran	Kim	Bullen Middle School	Special Education	ESP	08/12/2022	1
Retirement	Emon	Linda	Somers Elementary School	Administrative Specialist (10 MO)	ASP	08/03/2022	1
Retirement	Gossett	Cindy	Food Service	Director of Food Services	AST	02/03/2023	1
Retirement	Sucevich	Barbara	Indian Trail HS & Academy	Administrative Support (12 MO)	ASP	09/09/2022	1
Retirement	Valeri	Michelle	Teaching and Learning	Teacher Consultant Instructional Tech	Instructional	09/09/2022	1

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD JULY 26, 2022

A special meeting of the Kenosha Unified School Board was held on Tuesday, July 26, 2022, in Room 125 at the Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately

The meeting was called to order at 6:00 P.M. with the following members present: Mr. Price, Mr. Meadows, Mr. Battle, Ms. Stevens, Mrs. Modder, Mrs. Schmaling, and Ms. Adams. Dr. Ormseth and Mr. Neir 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 purpose of Personnel: Problems.

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

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

1. Personnel: Problems

Dr. Ormseth updated board members on a few employee relations cases.

Attorney Lori Lubinsky from Axley Brynson, LLP arrived (virtually) at 6:06 P.M. She updated board members on an employee issue and answered questions from board members.

Attorney Lubinsky departed the meeting at 6:42 P.M.

Meeting adjourned at 6:45 P.M.

Stacy Stephens
School Board Secretary

REGULAR MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD JULY 26, 2022

A regular meeting of the Kenosha Unified School Board was held on Tuesday, July 26, 2022, at 7:00 P.M. in the Board Room of the Educational Support Center. Ms. Adams, President, presided.

The meeting was called to order at 7:00 P.M. with the following Board members present: Mrs. Schmaling, Mr. Price, Mr. Meadows, Mr. Battle, Ms. Stevens, Mrs. Modder, 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.

There was not a student ambassador present.

Mrs. Tanya Ruder, Chief Communications Officer, presented the Jerry Awards, the Thespian Festival Invitation Awards, and the District-Wide Student Art Show Collection Awards.

There was one Administrative Appointment. Dr. Ormseth presented Mr. Erik Schlick as Interim Principal at Frank Elementary School.

Mr. Che Kearby, Coordinator of Social Studies and Educator Effectiveness, presented the Superintendent's Report. He gave a PowerPoint presentation entitled Leadership Academy 2022 which covered the following topics: Teaching & Learning beliefs, Leadership Academy theme: instruction is what we do and culture is how we do it, instructional task: students, content, & teachers, and next steps.

Mr. Price gave the 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 – Revised Recommendations Concerning Appointments, Leaves of Absence, Retirements, Resignations and Separations. Ms. Adams noted that a revised report was provided to board members.

Consent-Approve item X-B – Minutes of the 6/28/22 Special Meeting and Executive Session and 6/28/22 Regular 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 June 2022 cash receipt deposits totaling \$459,851.31, and cash receipt wire transfers-in totaling \$53,925,964.27, be approved.

Check numbers 613247 through 614327 (net of voided batches) totaling \$5,013,345.99, and general operating wire transfers-out totaling \$4,129,966.55, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the June 2022 net payroll and benefit EFT batches totaling \$26,301,247.73, and net payroll check batches totaling \$531.51, be approved.”

Consent-Approve item X-D – Policy and Rule 3643 – Emergency School Closings and/or Learning Adjustments submitted by Mrs. Ruder and Dr. Ormseth, excerpts follow:

“Policy 3643 was developed to give the Superintendent and/or their designee guidance when determining whether or not to close schools due to inclement weather and/or emergencies/crises. Following the COVID-19 pandemic, the policy was updated to allow for virtual learning. Unfortunately, this was not always well-received and attendance on the virtual days was typically lower than expected, requiring work to be repeated when school resumed. In addition, funding to maintain a 1:1 district is currently not available, make this option even more difficult to implement.

The policy has been adjusted to allow for the first two days to be true closures where no students or staff, other than specified facilities staff, report. It also outlines makeup requirements for staff.

Administration recommends that the board approve revised Policy and Rule 3643 – Emergency School Closings and/or Learning Adjustments as a second reading on July 26, 2022.”

Consent-Approve item X-E – Changes to Building Permit Fees and Regulations and Board Policy 1330 – Facilities Use submitted by Mr. Patrick Finnemore, Director of Facilities; Mr. Hamdan; and Dr. Ormseth, excerpts follow:

“It has been several years since building rental fees have been increased due in part to the temporary hold that was placed on permits during the early stages of the Covid-19 pandemic. In light of the impacts of inflation and the costs related to operating our buildings, an increase in building use permit fees is warranted starting in the 2022-23 school year. The primary change being proposed is an across the board increase of 4% to all rental fees. As in years past, the 4% increases involve either a round up or a round down to the nearest whole dollar amount. The choice of a 4% increase was based in part on actual cost increase in areas directly related to rental uses.

In addition to the 4% rental fee increase, there are several other changes being proposed with this revision. All of the changes are reflected in red on the attached draft of the Permit Fees & Regulations for the 2022-23 school year (Attachment 1). These changes include:

- Increasing the permit handling fee from \$20 to \$25. This fee covers the labor costs that KUSD incurs related to the processing of each permit. The \$20 fee has been in place for over a decade and has never been increased.
- Removal of the \$20 disinfecting fee that was temporarily added for the 2021-22 school year as permits were re-introduced as we began to come out of the Covid-19 pandemic.
- Increases to the hourly rates charged for staff that directly support building permits. Staff members can include custodians, kitchen supervision, stadium managers, and field prep and managers for the high school baseball and softball fields. These rates are not increased annually and so when they are increased they are done to attempt to cover wage increases for a 2 or 3 year period. They include overtime where that is appropriate as well as the costs for the benefits for these positions.

One change is needed to the Board Policies and Rules related to building permits. That change is in Rule 1330 as it specifically referred to the dollar amount of the \$20 permit processing fee. The proposed change would be to remove the dollar amount and only refer to it as the permit processing fee so that the Rule does not need to be revised on future increases. A mark-up for the changes related to Rule 1330 is provided as Attachment 2 to this report.

At its June 28, 2022 meeting, the Board approved changes to the permit fees and regulations as described in this report as well as a first reading of revised Board Rule 1330. It is recommended that the Board approve revised Board Rule 1330 as a second reading on July 26, 2022.”

Mrs. Modder moved to approve the consent agenda which included a Revised Recommendations Concerning Appointments, Leaves of Absence, Retirements, Resignations and Separations. Mr. Battle seconded the motion. Unanimously approved.

Mr. Finnemore presented the School Safety Grant Application – Digital Mapping submitted by himself and Dr. Ormseth, excerpts follow:

“On December 5, 2021, the State Legislature passed 2021 Wisconsin Act 109 to amend a portion of 2017 Wisconsin Act 143, which is generally known as the school safety law. The original school safety law (Act 143) required school districts to submit the most recent blueprints of each school building to the Wisconsin Department of Justice (DOJ) Office of School Safety (OSS) as well as local law enforcement agencies. Many districts provided hard copies or scanned copies of the full size blue prints from when their schools were originally constructed. Those plans were developed for contractors to construct a building and were not drawn for the purposes of quick digestion of a site and building layout by first responders in an emergency situation. The new law was developed and adopted to support an initiative being promoted by the Wisconsin Chiefs of Police Association and others for school districts to have digital maps of their sites and floor

plans in a format that was both easily accessible and easy to understand for law enforcement and other first responders in the event of an emergency at a school.

Specifically, 2021 Wisconsin Act 109 allows school boards and the governing bodies of private schools to submit critical incident mapping data, in lieu of blueprints, to the relevant law enforcement agency and the OSS, and similarly requires the OSS to compile such data and maintain its confidentiality, subject to the exception allowing law enforcement access upon request. In addition, the act creates a DOJ grant program to assist school boards and governing bodies of private schools in submitting critical incident mapping data, and requires DOJ to accept grant applications from school personnel working jointly with local law enforcement agencies with jurisdiction over the school. The act further specifies that grant funds must be used for site-specific critical incident mapping data to enhance security and increase situational awareness for first responders, and that any mapping data created with grant funds must meet the following requirements:

- The data must be compatible with platforms and applications used by local, state, and federal public safety officials.
- The data may not require local, state, or federal public safety officials, school districts, or private schools to purchase additional software.
- The data must include information that can best assist first responders in an emergency, such as building numbers, floors, suite designations, room numbers, or other available relevant location information.

The act authorized the Joint Committee on Finance (JCF), in the 2021-23 fiscal biennium, to supplement DOJ's school safety appropriation with sufficient funds, not to exceed \$2,000,000 in the biennium, to implement the grant program, upon DOJ's request.

On July 1, 2022, the DOJ OSS announced the \$2,000,000 grant program that they developed in response to Act 109. The grant was written around a specific product developed by a company called Critical Response Group which is a New Jersey based organization started by former military special ops personnel. The product known as Collaborative Response Graphics (CRGs) combines accurate floor plans, high-resolution imagery and a gridded-overlay into one map.

The CRG software has been endorsed and supported by state-funded grants for schools in a number of states on the east coast and is now making its way to the Midwest with both Michigan and Wisconsin developing grant programs and Iowa working on a program as well. In several of the states, the funds allocated for their grant programs were sufficient to fund development of plans for every district in the state. The \$2,000,000 allocated in Wisconsin will cover less than 25% of the schools in the State. Therefore, as part of the grant announcement, the OSS identified two criteria they will use in the selection of what districts receive the grant funding. Highest priority will be given to districts currently not in compliance with the blueprint submittal component of Act 143. Once those districts' requests are funded, the remainder of the funds will be issued based on the grant submission date on a first-come first-serve basis.

The majority of school districts in the State of Wisconsin are in compliance with Act 143 and specifically with the blueprint submission requirement. Because of our size and the CAD capabilities of our Facilities Department, KUSD has developed and maintained more simplified site and floor plans for our schools that we provided to the OSS and our local law enforcement agencies which are much more user-friendly than the construction plans that many districts have currently submitted. We also provide the simplified electronic plans to all of our local law enforcement agencies in PDF format so that responding officers are able to pull them up on their screens in their squad cars. Therefore, we have been well ahead of the majority of districts in this area. That said, the plans we currently provide cannot compete with the CRG plans in terms of speed and efficiency of understanding a school's layout by law enforcement and other first responders in an emergency.

Chief David Smetana from the Pleasant Prairie Police Department (PPPD) saw a demo of the CRG software about two years ago when it was first being introduced to the police chiefs, and brought the firm to the Kenosha area to provide a demo to other local law enforcement agencies as well as KUSD. We all felt it was a significant improvement from what we were providing the police departments. Shortly after that, KUSD in conjunction with the PPPD, Kenosha Police Department and the Kenosha County Sheriff's Department submitted a Federal COPS grant to try to obtain funding for the software and the development of plans for all of our schools. Unfortunately, our grant application at that time was unsuccessful.

KUSD requires Board approval of grant applications that exceed \$25,000. The cost for development and implementation of the CRG plans for KUSD is estimated at \$148,975. The grant announcement drew a great deal of interest and applications from school districts. Feedback from the OSS was that requests would exceed the available funding within a couple of weeks of the July 1st announcement. Therefore, KUSD submitted a grant request that first week after the announcement for the \$148,975 with the understanding that we would not be able to accept any funding until Board approval was obtained. Knowing the stated intent of our State Legislation and the OSS with the adoption of Act 109, and that having these maps are endorsed by our local law enforcement, we felt that was the prudent step to take.

Administration recommends Board approval to apply and accept if awarded the State of Wisconsin Department of Justice Office of School Safety Digital Mapping Grant in the amount of \$148,975 as described in this report."

Mr. Price moved to approve the application and acceptance if awarded the State of Wisconsin Department of Justice Office of School Safety Digital Mapping Grant in the amount of \$148,975 as described in the report. Ms. Stevens seconded the motion. Unanimously approved.

Dr. Ormseth presented the KUSD COVID Guidelines submitted by Mr. William Haithcock, Chief of School Leadership; Mrs. Ruder; and Dr. Ormseth, excerpts follow:

"The Board of Education periodically reviews the district's COVID response plan to ensure the safety and well-being of all students and staff members is being considered.

As the pandemic ebbs and flows, adjustments will be made to continue to uphold the safety measures in place while also striving to provide a welcoming learning and working environment for all.

Administrative Recommendation Administration recommends that the School Board approve the changes outlined in Attachment A.”

Mr. Meadows moved to approve the KUSD COVID Guidelines as outlined in Attachment A. Mrs. Modder seconded the motion. Unanimously approved.

Mrs. Julie Housaman, Chief Academic Officer, presented the Act 55 – Notice of Academic Standards submitted by Mr. Duane Sturino, Coordinator of Science; Ms. Luanne Rohde, Director of Early Education; Ms. Susan Mirsky, Coordinator of English/Language Arts; Ms. Jennifer Lawler, Coordinator of Mathematics; Mr. Kearby; Mrs. Housaman; and Dr. Ormseth, excerpts follow:

“On July 12, 2015, the Wisconsin 2015-17 State Budget Bill, Act 55, was signed into law. It requires Kenosha Unified School District to provide the parents and guardians of all enrolled students with notice of the academic standards in mathematics, science, reading and writing, geography, and history that have been adopted by the school board and that will be in effect during each school year. Accordingly, the district academic standards that will be in effect in these specific content areas for the 2022-23 school year are listed below. Electronic links to the detailed version of the applicable standards are provided pursuant to section 120.12(13) and section 118.30(1g)(a)1 of the state statutes.

Administration recommends that the Board of Education approve the annual declaration and parent notice of the district’s student academic standards that will be in effect for the 2022-23 school year at the July 26, 2022, board meeting.”

Mr. Price moved to approve the annual declaration and parent notice of the district’s student academic standards that will be in effect for the 2022-23 school year. Ms. Stevens seconded the motion. Unanimously approved.

Mr. Kristopher Keckler, Chief Information Officer, presented the Annual Restraint and Seclusion Report submitted by Mrs. Laura Sawyer, Research Analyst; Ms. Jenny Schmidt, Director of Special Education and Student Support; Mr. Keckler; and Dr. Ormseth, excerpts follow:

“By October 1, Wisconsin requires each school district to report the district restraint and seclusion data annually, to the school board. Districts must submit the number of incidents of physical restraint and seclusion, the total number of students involved in the incidents, and the number of students with disabilities who were involved in the incidents. The report to the school board contains the same data as required in the U.S. Department Office of Civil Rights Cyclical Data Collection (CRDC) on physical restraint and seclusion. Wisconsin Act 118 (2019) enacted additional requirements, such as providing parents with a copy of the written incident report, clarifying that the notice and reporting requirements apply to incidents involving law enforcement officers, prohibiting the use of prone restraint, revising the required training components, requiring school staff to hold a

meeting after each incident of seclusion or restraint to discuss topics specified in the Act and conducting an IEP team meeting within ten school days of the second time seclusion or restraint is used on a student with a disability within the same school year. School districts are also required to submit this annual report to DPI by December 1 for each previous school year. This law applies to both students with and without disabilities. With approximately half of KUSD students receiving virtual only instruction during the 2020-21 school year, the number of overall instances was significantly lower than pre-COVID years but the 2021-22 school year had expected increases.

Districts are required to report on two (2) types of restraint: mechanical and physical, and seclusion, detailing both the number of students (by disability status) and number of incidents. For example, the use of handcuffs by police officers would constitute a mechanical restraint and schools are required to fully document identified instances. Both a summary report and a full building level report are attached. For the 2021-22 school year, KUSD had 30 incidents of mechanical restraint, 200 incidents of physical restraint, and 38 incidents of seclusion.

The use of handcuffs by school resource officers (police) and other police officials while on school property or during school functions have been identified as mechanical restraint. Those cases would be the direct result of the state expectation to ensure that any police involved use of handcuffs or other restraint are documented and reported. Police officers receive their own training and tactics related to the decision or need to apply some form of restraint. The use of vehicle safety restraints, as intended, during the transport of a student in a moving vehicle are not mechanical restraints.

This report is for informational purposes only.”

Dr. Ormseth presented the Renewal of Southeastern Wisconsin School Alliance Membership submitted by Mr. Hamdan and Dr. Ormseth, excerpts follow:

“For the past nineteen years, the District has participated in the Southeastern Wisconsin School Alliance (SWSA) which provides school leaders and parents with objective, non-partisan information, and training needed to be strong advocates for educational excellence. The SWSA serves over 30 urban and suburban school districts with a combined enrollment of more than 220,000 students.

The mission of the Southeastern Wisconsin Schools Alliance is to advocate for the benefit of all students by driving education policies supporting strong public schools to ensure world-class practices, economic vitality, and community well-being.

The SWSA supports the mission through the following tiered approach:

- Develop and implement key strategies to advocate for sound education policy;
- Raise the impact of SWSA by identifying and developing mutually beneficial partnerships;
- Continue to strengthen the SWSA business model by supporting school districts and their communities; and
- Leverage research to drive educational practice and advocacy.

The SWSA meets at least once a month and the annual membership fee is \$3,200. Attachment A is the letter from the fiscal agent, the required resolution to be approved by the Board in order to participate in the alliance, and the 66.0301 Agreement which authorizes the School District of South Milwaukee as the fiscal agent to manage the SWSA funds. Attachment B is the 2022-23 Proposed Annual Budget for the SWSA, the projected participating member school districts with payment schedule, and the 2021-22 Annual Report for the SWSA.

Administration recommends that the Board approve the attached resolution and membership in SWSA for the 2022-2023 fiscal year in the amount of \$3,200 and authorization of Board Officers and District Administration to execute any and all documents related to the renewal.”

Mrs. Modder moved to approve the attached resolution and membership in SWSA for the 2022-2023 fiscal year in the amount of \$3,200 and authorization of Board Officers and District Administration to execute any and all documents related to the renewal. Ms. Stevens seconded the motion. Unanimously approved.

Dr. Ormseth presented the ESSER III Funding submitted by Mrs. Housaman; Mr. Haithcock; Mr. Keckler; Mr. Hamdan; Mr. Robert Neu, Director of Title Programs; and Dr. Ormseth, excerpts follow:

“ESSER III, the Elementary and Secondary School Emergency Relief Fund grant program authorized under American Rescue Plan (ARP) Act, provides additional money for local educational agencies (LEAs) to prevent, prepare for, and respond to COVID-19. ESSER III supplements ESSER I, created by the CARES Act in March 2020, and ESSER II, created by the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act in December 2020.

LEAs receiving funds under ESSER III are required to reserve no less than 20 percent of their allocation for the purpose of addressing learning loss through the implementation of evidence-based interventions. These interventions must respond to students’ academic, social, and emotional needs and address the disproportionate impact of COVID-19 on students from low-income families, students of color, English learners, students with disabilities, students experiencing homelessness, children and youth in foster care, and migratory students.

After further review of identified themes and needs of the district, the following position and programs, and estimated costs, are presented for School Board approval:

- Elementary Regional Coordinator – \$180,000 – FY 2023;
- After school programing - \$305,000 – FY 2023;
- Peace learning circles - \$5,000 – FY2023;
- Contracted professional development for math recovery - \$100,000 – FY 2023; and
- Elementary teacher professional development for math tier one instruction.

Administration recommends that the School Board approve this additional FY 2023 portion of the proposed ESSER III plan estimated at \$1,000,000.”

Mr. Battle moved to approve this additional FY 2023 portion of the proposed ESSER III plan estimated at \$1,000,000. Ms. Stevens seconded the motion. Unanimously approved.

Mr. Hamdan presented the Fiscal 2022-2023 Budget Update submitted by himself and Dr. Ormseth, excerpts follow:

“The administration is providing the Board of Education with an update on the projected budget position for the upcoming FY 2022-23 budget given the most current information that we have available to us (Attachment A). At the May 24, 2022 meeting, we shared a revised projected deficit of approximately \$15.7 MM and we are now sharing some of the recommended reductions that are needed to help close that gap. While our work is not yet completed, the projected deficit is now projected to be \$2.5 MM when factoring in the proposed staff reductions delineated in Attachment B. Please note that when looking at staffing numbers, only the district operational funded (non-grant/charter) positions are factored into the budget position. While we are temporarily offsetting staff reductions with one-time stimulus grant funds, we are making the necessary changes in our district-funded positions.

Declining student enrollment combined with a lack of inflationary increases in the State revenue limit formula will continue to impact our revenue limit authority and our ability to realize budget growth next year and beyond.

This preliminary projection assumes the following major items:

- Continued declining enrollment of 600 less FTE in the next third Friday count;
 - Projected revenue loss will be \$6.3 MM in revenue limit authority and \$440 K in per-pupil aid;
- Health insurance premium increases by 9.6% along with restructured 4-tier options;
 - Updated from 11% renewal due to a 1.4% adjustment following prescription drug plan formulary change;
- Change in part-time staff benefit eligibility to ACA 30-hour per week rule;
- Change in district funded HSA contributions from \$750/\$1,500 to \$600/\$1,200;
- Salary schedule advancements for all FTE staff; and
- Consumer Price Index (CPI) increases of 4.7% for all FTE staff.

The administration recommends that the Board acknowledge and approve the updated budget projection and adjustments for the 2022-2023 fiscal year. The administration will continue to refine the budget and will provide additional updates as needed.”

Mr. Battle moved to approve the updated budget projection and adjustments for the 2022-2023 fiscal year, that administration continue to refine the budget, and provide

additional updates as needed. Mrs. Schmaling seconded the motion. Unanimously approved.

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

Meeting adjourned at 8:15 P.M.

Stacy Stephens
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD AUGUST 8, 2022

A special meeting of the Kenosha Unified School Board was held on Monday, August 8, 2022, in Room 153 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 5:33 P.M. with the following members present: Mrs. Schmaling, Mr. Price, Mr. Meadows, Mr. Battle, Mrs. Modder, and Ms. Adams. Dr. Ormseth and Dr. Daniel Nerad from Wisconsin Association of School Boards were also present. Ms. Stevens 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 the executive session had been scheduled to follow this special meeting for the purpose of selecting superintendent of schools applicants for first interviews.

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

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

Ms. Stevens arrived at 5:37 P.M.

1. Selecting Superintendent of Schools Applicants for First Interviews

Dr. Nerad and board members discussed the applicants for superintendent schools. Dr. Nerad answered questions from board members. Six applicants were selected for first interviews.

Meeting adjourned at 7:14 P.M.

Stacy Stephens
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD AUGUST 17, 2022

A special meeting of the Kenosha Unified School Board was held on Wednesday, August 17, 2022, in the Board Room at the Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately

The meeting was called to order at 5:02 P.M. with the following members present: Mrs. Schmaling, Mr. Price, Mr. Meadows, Mr. Battle, Ms. Stevens, Mrs. Modder, and Ms. Adams. Dr. Ormseth, Dr. Daniel Nerad from Wisconsin Association of School Boards, Ms. DeLabio, Mrs. Doyle-Rudin, Mrs. Ruder, Mr. Keckler, Mr. Hamdan, Mr. Haithcock, and Mr. Neir 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 the executive session had been scheduled to follow this special meeting for the purpose of conducting initial interviews with three of the six superintendent of schools applicants selected for first round interviews.

Mrs. Modder moved that the executive session be held. Ms. Stevens seconded the motion.

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

1. Initial Interviews with Three of the Six Superintendent of Schools Applicants Selected for First Round Interviews

Candidate one (virtual) arrived at 5:03 P.M. and answered questions from board members.

Candidate one departed at 6:04 P.M.

Candidate two (virtual) arrived at 6:13 P.M. and answered questions from board members.

Candidate two departed at 6:58 P.M.

Candidate three (virtual) arrived at 7:10 P.M. and answered questions from board members.

Candidate three departed at 8:03 P.M.

Meeting adjourned at 8:05 P.M.

Stacy Stephens
School Board Secretary

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Kenosha Unified School District
Kenosha, Wisconsin
Summary of Cash Receipts and Disbursements
August 23, 2022

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

WI Department of Public Instruction	<i>state aids register receipts</i>	\$ 268,837.50
Johnson Bank	<i>account interest</i>	924.89
Bankcard Services (Purplepass)	<i>fine arts ticket sales receipts (net of fees)</i>	3,354.10
Bank (RevTrak)	<i>district web store receipts (net of fees)</i>	3,051.76
Bank (Infinite Campus)	<i>district web store receipts (net of fees)</i>	47,264.23
Retired & Active Leave Benefit Participants	<i>premium reimbursements</i>	47,778.52
WI Department of Revenue	<i>exempt computer state aid</i>	389,422.63
Various Sources	<i>small miscellaneous grants / refunds / rebates</i>	168,060.98
Total Incoming Wire Transfers		928,694.61

July 2022 Deposits to Johnson Bank - All Funds:

General operating and food services receipts	<i>(excluding credit cards)</i>	192,056.40
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TOTAL JULY CASH RECEIPTS

\$ 1,120,751.01

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

Payroll & Benefit wires

Individual Employee Bank Accounts	<i>net payrolls by EFT (net of reversals)</i>	\$ 7,723,553.07
WI Department of Revenue	<i>state payroll taxes</i>	73,038.56
WI Department of Revenue	<i>state wage attachments</i>	1,326.45
IRS	<i>federal payroll taxes</i>	737,452.44
Delta Dental	<i>dental insurance premiums</i>	229,323.57
Diversified Benefits Services	<i>flexible spending account claims</i>	8,288.67
Employee Trust Funds	<i>wisconsin retirement system</i>	4,436,781.64
NVA	<i>vision insurance premiums</i>	19,387.14
Optum	<i>HSA</i>	1,256,885.02
Various	<i>TSA payments</i>	98,437.52
<i>Subtotal</i>		14,584,474.08

General Operating Wires

US Bank	<i>purchasing card payment-individuals</i>	176,631.38 *
Kenosha Area Business Alliance	<i>LakeView lease payment</i>	17,664.63
Johnson Bank	<i>banking fees</i>	925.08
United Healthcare	<i>health insurance premiums</i>	3,863,366.24
Various	<i>returned checks</i>	45.00
<i>Subtotal</i>		4,058,632.33

Total Outgoing Wire Transfers **\$ 18,643,106.41**

July 2022 Check Registers - All Funds:

Net payrolls by paper check	<i>Register# 01015DP</i>	\$ 809.41
General operating and food services	<i>Check# 614328 thru Check# 615186 (net of void batches)</i>	7,241,890.36
Total Check Registers		\$ 7,242,699.77

TOTAL JULY CASH DISBURSEMENTS

\$ 25,885,806.18

*See attached supplemental report for purchasing card transaction information

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

Billing Cycle Ending July 15, 2022

Merchant Name	Total
3654 INTERSTATE	\$ 16,659.07
SQ *MASTERS BUILDING SOLU	\$ 10,108.74
OFFICEMAX/DEPOT 6358	\$ 9,500.03
SYNTEGON TECHNOLOGY SERVIC	\$ 8,907.99
MENARDS KENOSHA WI	\$ 7,990.60
AIRLINE	\$ 5,362.27
AED SUPERSTORE	\$ 5,023.20
PBBS EQUIPMENT CORPORA	\$ 4,834.32
HOTEL	\$ 4,821.79
LOWES #00907*	\$ 4,053.63
SAN-A-CARE	\$ 3,721.04
RESTAURANTS & CATERING	\$ 3,689.81
HAJOCA KENOSHA PC354	\$ 3,595.67
VEHICLE MAINT. & FUEL	\$ 3,556.36
4TE*ACTIVE ALARM COMPANY,	\$ 3,500.00
GRAINGER	\$ 3,460.40
HALLMAN LINDSAY PAINTS -	\$ 2,605.23
REINDERS BRISTOL	\$ 2,582.12
CHESTER ELECTRONIC SUPPLY	\$ 2,459.65
MARK'S PLUMBING PARTS	\$ 2,354.91
MONSTER JANITORIAL LLC	\$ 2,072.13
BOB ROGERS TRAVEL INC	\$ 1,932.85
LAMERS BUS LINE	\$ 1,897.20
TRUGREEN *LOCKBOX	\$ 1,786.05
FOUNDATION BLDG 045	\$ 1,766.01
IN *TRIED & TRUE TREE CAR	\$ 1,697.20
IKEA 415900609	\$ 1,653.19
KEEPERSECURITY.COM	\$ 1,625.00
FIRST SUPPLY KENOSHA	\$ 1,573.72
ULINE *SHIP SUPPLIES	\$ 1,560.69
MICHAELS #9490	\$ 1,424.09
CNK*CINEMARK HQ 001	\$ 1,370.64
IN *FRED J MILLER	\$ 1,345.15
MONKEY SPORTS NORTHLAND	\$ 1,300.00
DRUM CORPS INTERNATIONAL	\$ 1,295.00
SP BLACKHAWK SUPPLY	\$ 1,277.52
IN *BLOOMZ INC	\$ 1,262.78
L AND S ELECTRIC INC	\$ 1,250.00
HYDRO-FLO PRODUCTS INC	\$ 1,171.72
IN *SQUARE SCRUB LLC	\$ 1,099.71
HIGHWAY C SERVICE INC	\$ 1,027.58
TOWN & COUNTRY GLASS	\$ 1,021.95
SHERWIN WILLIAMS 703180	\$ 961.60
HEAT & POWER PRODUCTS INC	\$ 950.01
AMZN MKTP US*AE7Y22T63	\$ 943.67
CLEANFREAK	\$ 941.65
WASBO FOUNDATION	\$ 930.00

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

Billing Cycle Ending July 15, 2022

Merchant Name	Total
BAUDVILLE INC.	\$ 915.91
FACEBK HQU94C7882	\$ 900.00
MCMaster-CARR	\$ 834.65
MILWAUKEE BREWERS BOX OFF	\$ 817.50
ACP CREATIVIT LLC	\$ 787.50
NASSP PRODUCT & SERVICE	\$ 770.00
BUSH FURNITURE WEB SALES	\$ 755.37
IKEA OAK CREEK	\$ 695.45
STERICYCLE	\$ 669.13
JOHNSTONE SUPPLY - RACINE	\$ 656.31
SONIC WALL	\$ 633.00
SP NEW-IKONICK	\$ 632.92
EXTRAPACKAGING / MEDICALP	\$ 630.00
DSPS EPAY ISE	\$ 600.00
USPS PO 5666100158	\$ 600.00
MID STATE EQUIP SALEM 010	\$ 588.59
VARIDESK* 1800 207 2587	\$ 553.88
ROCKLER	\$ 475.16
AMZN MKTP US*OW1PC3NX3	\$ 462.54
BATTERIES PLUS #0561	\$ 459.43
FASTENAL COMPANY 01WIKEN	\$ 441.08
AMZN MKTP US*RZ8G61K43	\$ 405.92
WWW.TABLEGROUP.COM	\$ 401.24
AMZN MKTP US*CU6PY0XL3	\$ 399.89
SHIFFLEREQUIP.COM	\$ 379.00
AMZN MKTP US*3T6KS54H3	\$ 365.93
VISTAPRINT	\$ 349.14
AMAZON.COM*B59HN32H3 AMZN	\$ 348.12
USPS PO 5642800260	\$ 348.00
IN *ECONO HOLDING COMPANY	\$ 345.05
JMB & ASSOCIATES	\$ 342.72
LOWES #02560*	\$ 328.81
KAPCO-ONLINE	\$ 315.88
GRIZZLY INDUSTRIAL PHONE	\$ 295.01
FBLA-PBL	\$ 295.00
SMORE.COM	\$ 290.59
GLOBAL LEADERSHIP NETW	\$ 289.00
TPRS BOOKS	\$ 280.00
WALMART.COM AA	\$ 275.16
FIRST BOOK	\$ 270.35
TRANE SUPPLY-116407	\$ 246.55
BLS*NOVISIGN LTD	\$ 240.00
INDUSTRIAL CONTROLS	\$ 223.46
AURORA TRAINING ADVANT	\$ 219.00
DESIGN AIR	\$ 216.02
FACEBK PKA7TC3882	\$ 211.43
ACCO BRANDS DIRECT	\$ 210.12

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

Billing Cycle Ending July 15, 2022

Merchant Name	Total
WSCA	\$ 210.00
SANTOSHA YOGA	\$ 207.03
FOUNDATION BLDG 270	\$ 205.23
CONCRETE SOLUTIONS AND SU	\$ 204.12
CHRISTOPHER R GREEN SR	\$ 203.50
GREEN MEADOWS FARM	\$ 200.00
TARGET 00018952	\$ 199.94
AMZN MKTP US*4T8CY2UV3	\$ 199.75
RACINE ZOO OFFICE	\$ 198.50
ESTRELLITA INC	\$ 198.00
AMZN MKTP US*QX6MP18E3	\$ 189.29
IN *GOOD ARMSTRONG TRAINI	\$ 185.00
ID SUPERSTORE	\$ 178.38
FARM & FLEET STURTEVANT	\$ 177.56
ALPINE PLYWOOD CORPORATIO	\$ 176.78
SQ *ANDREW MEIER PH	\$ 174.08
ZOOM.US 888-799-9666	\$ 173.96
SAMS CLUB #6331	\$ 172.34
WALGREENS #3153	\$ 172.16
THE WEBSTAURANT STORE INC	\$ 169.38
SPECTRUM	\$ 161.46
PRAIRIE SIDE ACE HDWR	\$ 159.39
AMZN MKTP US*4G1AU4EE3	\$ 157.87
HOBBY LOBBY #350	\$ 154.39
WPY*MZEROACOM REMOTEPILOT	\$ 149.00
MARCUS RENAISSANCE BOX	\$ 144.90
LINCOLN CONTRACTORS SUPPL	\$ 144.78
COSTCO WHSE #1198	\$ 137.96
AUER STEEL MILWAULKEE	\$ 136.84
KENOSHA PUB MUSEUM	\$ 125.00
AMZN MKTP US*D09N37LM3	\$ 123.55
SP LETSTICKTOGETHER	\$ 120.90
STEIN'S GARDEN & HOME 14	\$ 119.95
AMERICAN RED CROSS	\$ 115.00
VIKING ELECTRIC-MILWAUKEE	\$ 111.72
AMZN MKTP US*115FL4J83	\$ 105.91
FLOWER SHOP NETWORK	\$ 105.30
GILLPORTER.COM	\$ 105.00
MARCUS RENAISSANCE CONC	\$ 104.37
FIREHOUSE PERFORMANCE	\$ 100.00
AMZN MKTP US*292VP41I3	\$ 99.47
MAILCHIMP	\$ 97.99
EDWEEK PRINT DIGITAL	\$ 97.00
HOMEDEPOT.COM	\$ 94.93
TARGET 00022517	\$ 90.49
AMAZON.COM*ZX6HS4WB3 AMZN	\$ 88.25
TOOLS 4 FLOORING	\$ 85.84

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

Billing Cycle Ending July 15, 2022

Merchant Name	Total
AMZN MKTP US*L740S4GX3	\$ 84.96
AMZN MKTP US*G61H49T33	\$ 82.42
AMZN MKTP US*VK7D77HX3	\$ 80.02
SP IFIXIT	\$ 74.99
GRAMMARLY CO8R21T6X	\$ 72.00
1-800-FLOWERS.COM,INC.	\$ 68.55
OTTERBOX/LIFEPROOF	\$ 68.53
AMZN MKTP US*9C2WT8YH3	\$ 66.40
LEES RENT IT	\$ 65.85
COMMITTEE FOR CHILDREN	\$ 65.41
WEBCONNEX LLC	\$ 64.35
AMZN MKTP US*UT8TF8O73	\$ 63.04
DICKOW CYZAK TILE CARP	\$ 63.00
THE HOME DEPOT #4926	\$ 62.87
USPS.COM POSTAL STORE	\$ 60.00
MEIJER # 284	\$ 58.61
GUTTORMSEN RECREATION CEN	\$ 55.00
MICHAELS STORES 5193	\$ 54.82
AMZN MKTP US*9C0RZ2WG3	\$ 53.91
DOA WISGLP RAFFLE LICENSE	\$ 51.00
VIKING ELECTRIC - KENOSHA	\$ 49.08
AMZN MKTP US*N88YN8PI3	\$ 45.35
AMAZON.COM*Y05CW8L63	\$ 42.12
USA*PBS PUB BRD SVC	\$ 39.98
SHIPT* ORDER	\$ 39.90
SMK*WUFOO.COM CHARGE	\$ 39.00
SPEEDY METALS	\$ 37.68
DDPYOGA	\$ 36.91
WALGREENS #12413	\$ 36.89
EDPUZZLE PRO TEACHER	\$ 36.50
MENARDS RACINE WI	\$ 35.98
AMZN MKTP US*MZ4CP9U53	\$ 34.96
SAMSClub #6331	\$ 34.69
AMAZON.COM*T91IC86Y3 AMZN	\$ 31.97
ADOBE STOCK	\$ 31.64
HOMEGOODS #0846	\$ 31.64
V BELT GLOBAL SUPPLY	\$ 28.71
AMZN MKTP US*MV7OV3JB3 AM	\$ 27.92
AMZN MKTP US*B84QN7AE3	\$ 24.21
PICK N SAVE #871	\$ 21.21
AMZN MKTP US*D39QX9MO3	\$ 20.48
AMZN MKTP US*GZ7GZ8JZ3	\$ 20.03
AMZN MKTP US*4Z92S4OV3	\$ 19.98
WM SUPERCENTER #1167	\$ 19.88
AMZN MKTP US*K25NL1Z43	\$ 18.98
WAL-MART #5199	\$ 18.19
AMZN MKTP US*UX76309M3	\$ 16.42

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

Billing Cycle Ending July 15, 2022

Merchant Name	Total
AMZN MKTP US*MX4KK7ZW3	\$ 15.81
DOLLAR TREE	\$ 12.50
DSPS E SERVICE FEE COM	\$ 12.00
SMALLPDF	\$ 12.00
AMAZON.COM*GC0TN5U63 AMZN	\$ 11.89
FAMILY DOLLAR #1761	\$ 11.00
SPOTIFY USA	\$ 10.54
WI DFI WS2 CFI CC EPAY	\$ 10.00
JC LICHT - 1290 - KENOSHA	\$ 9.96
AMAZON MUSIC*BL8KR4Q43	\$ 8.99
WWW COSTCO COM	\$ (5.73)
AMZN MKTP US	\$ (46.62)
BAND SHOPPE	\$ (65.00)
SQ *PRINGLE NATURE	\$ (108.00)
PAYPAL *ROBONATION	\$ (140.00)
US Bank Purchasing Card Payment - Individuals	\$ 176,631.38

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

August 23, 2022

Administrative Recommendation

It is recommended that the July 2022 cash receipt deposits totaling \$192,056.40, and cash receipt wire transfers-in totaling \$928,694.61, be approved.

Check numbers 614328 through 615186 (net of voided batches) totaling \$7,241,890.36, and general operating wire transfers-out totaling \$4,058,632.33, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the July 2022 net payroll and benefit EFT batches totaling \$14,584,474.08, and net payroll check batches totaling \$809.41, be approved.

Bethany Ormseth, Ed.D.
Interim Superintendent of Schools

Tarik Hamdan
Chief Financial Officer

Lisa M. Salo, CPA
Accounting Manager

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Kenosha Unified School District
Kenosha, Wisconsin

August 23, 2022

Debt Service Review

During the last joint standing committee meeting held on June 14, 2022, a request was made for the administration to provide the Board of Education with a review of the outstanding debt service for the Kenosha Unified School District (KUSD).

The administration has invited our financial advisors from PMA Securities to directly engage the Board with a presentation addressing:

- Existing debt profile of the District
- Debt Defeasance (Pre-Payment) Options
- Debt Refinancing Opportunities

Mr. Erik J Kass is the Director of Public Finance for PMA Securities and will lead tonight's presentation and discussion on this informational item.

Bethany Ormseth, Ed.D
Interim Superintendent of Schools

Tarik Hamdan
Chief Financial Officer

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**Kenosha Unified School District
Kenosha, Wisconsin**

August 23, 2022

GANG PREVENTION EDUCATION PROGRAM 2021-2022 Year End Report

Background:

The Boys & Girls Club of Kenosha (BGCK) and the Kenosha Unified School District (KUSD) have enjoyed a partnership for more than 20 years working collaboratively to address the issue of gang involvement and delinquency issues in our community. The district provides financial support to the BGCK to help monitor, supervise and mentor youth in gang prevention groups. This mentoring also addresses teambuilding, job skills development, anger management, gang resistance, social skills, and delinquency issues.

The Boys and Girls Club of Kenosha has supervised and mentored 50 case managed youths in gang prevention programs at our middle and high school levels. In addition, there are approximately 115 students that participate in weekly youth empowerment group sessions known as prevention group facilitation at Lincoln MS, Bullen MS, and Frank Elementary School. In these sessions we use a BGCK approved curriculum that covers such things as anger management, good decision-making, coping mechanisms, role modeling, goal setting, as well as financial literacy. The Year End Report (Attachment A) is included in this report. The goals and results from the past year are also included.

A description of the program and goals for the Gang Prevention Education Program are included. (Attachment B). The partnership with KUSD, the Juvenile Justice Office and the BGCK is invaluable.

The third document in this report is the proposed Memorandum of Understanding (Attachment C) between Boys and Girls Club of Kenosha and the Kenosha Unified School District.

The final document (Attachment D) is additional data charts showing results of the 21-22 program.

Recommendation:

Administration recommends that the School Board approve entering into a Memorandum of Understanding with the Boys and Girls Club of Kenosha for a Gang Prevention Education Program in the 2022-2023 school year.

Bethany Ormseth, Ed.D.
Interim Superintendent of Schools

William Haithcock
Chief of School Leadership

**Boys and Girls Club of Kenosha/ K.U.S.D. Gang Prevention Initiative
Year End Report 2021-2022**

1. Boys & Girls Club of Kenosha (BGCK) staff facilitated student groups with prevention activities at several schools throughout the district. Youth participated in groups using evidence-based curriculum from the Boys & Girls Clubs of America's National Program Street SMART that was revised in 2015. The groups facilitated in KUSD are typically held during lunch or CORE class period to decrease the amount of time taken away from academics. Staff and KUSD faculty hand select youth that exhibit certain risk factors that put them at increased risk for gang involvement, such as, but not limited to disruptive classroom behavior, family member known gang member, lack of extracurricular activities, fighting with classmates, etc.

Each group contains no more than 12 students and are typically separated by gender, which allows for freer conversation between the students and staff member. Based on the feedback given from KUSD staff and students, appropriate Street SMART lessons are presented to address issues specific to those in the group. Once certain requirements (better classroom behavior, no major or minor infractions for an established period of time, etc.) are met members of the group are allowed to attend incentive field trips. Furthermore, Street SMART programs are also facilitated at the Boys & Girls Club two times a week throughout the school year in our Teen Center in addition to the school groups. The youth remain in their groups approximately 3-6 months working on anger management, team building, job skill development, gang resistance, and social and delinquency issues.

2. Boys & Girls Club staff also case managed 50 youth that were referred to the program by KUSD counselors, staff and Kenosha County case workers. The staff organized and supervised incentive-based field trips for case managed youth. Shortly after the pandemic the number of trips was lessened, however we have done our best to increase experiences for our youth. For example, youth attended trips to the Black History Museum in Milwaukee, a week-long trip throughout WI to visit colleges and universities, ice-skating, SkyZone, etc. All 50 youth that participated in the gang prevention initiative experienced positive behavioral changes which may be related to the pro social activities offered at the Boys & Girls Club.
 - a. The Boys & Girls Club regularly offers sports scholarships to case managed youth whose families experience financial hardship. These scholarships are granted in an effort to aid in a tackle football league, basketball, soccer, and baseball and provide them with the necessary equipment.
 - b. 45 youth in the gang prevention program are actively participating in the summer youth employment program in 2022 and have been placed at several public and private businesses in the Kenosha area.

3. Boys & Girls Club staff maintained frequent contact with the families of case managed youth through home visits, weekly phone calls and activities. Some of the activities were a college tour, Haribo Classic at UW-Parkside, Juneteenth Festival, Cinco de Mayo, Boat Building Camp and Launch and much more. BGCK staff also gave families tours of the Teen and Tween Centers to introduce more families to the activities at the Boys & Girls Club and provided referrals for additional resources within the community.
4. Boys & Girls Club staff worked with principals of individual schools daily to provide continuity of care for the 50-case managed youth. Gang prevention staff visited schools as requested to assist with gang involvement and delinquency issues. They helped identify graffiti, provided security at sporting events, identified issues happening outside the school to ensure they are not brought into the schools, and worked closely with SRO police officers at the schools to further prevent gang activity at our KUSD schools. Additionally, staff spoke at various school events related to gang prevention or teen violence and attended open houses at various KUSD locations. Lastly, Outreach staff were often called to the school to assist students with behaviors, advocate on behalf of the student or provide a listening ear during a free period.

Overall Progress

Goal 1. 85% of youth will not have a new offense in the program.

93% of case managed youth did not have a new offense since the start of the program at the beginning of the 2021-2022 school year.

Goal 2. 85% of youth will participate in at least four non-gang related activities per month.

92% of youth have participated in at least 4 non-gang related programs per month.

Goal 3. 70% of parents/families will increase involvement in youth care.

73% of parents participated in at least 2 activities per month. This is an area where we, like many youth agencies, have struggled. However, more community events increased parental participation during this school year.

Goal 4. 80% of youth will maintain or reduce their gang risk assessment score from program intake to program completion.

92% of youth reduced their gang risk assessment score from program intake to completion of their time in the program.

Goal 5. 75% of youth who participate in the program for at least three months will improve school attendance.

86% of youth have improved their school attendance.

Goal 6. 75% of youth will improve their academic performance overall.

85% of youth participating improved their academic performance by at least one grade level. The average GPA upon entry to the gang prevention program was 1.8, upon exit youth increased their average to 2.6.

GANG PREVENTION/YOUTH EMPOWERMENT EDUCATION PROGRAM 2022-2023

The Boys & Girls Club of Kenosha (BGCK) and the Kenosha Unified School District (KUSD) have enjoyed a partnership for many years working collaboratively to address the issue of gang involvement and delinquency issues in our community. This partnership provides the Boys & Girls Club of Kenosha with the support they need to monitor, supervise and mentor youth in gang prevention groups, while working on anger management, team building, job skills development, gang resistance, and social and delinquency issues.

The program has two essential elements: case management and prevention group facilitation in schools.

Case managed youth in the BGCK Youth Empowerment Program include 12-18 year olds with a large focus on middle school students. Historically, the demographics of youth served are 80% African American, 15% Hispanic and 5% Caucasian which remains unchanged.

100% of students receiving case management come from low socio-economic backgrounds and typically non-traditional homes such as families with single parents, guardians other than a birth parent, an incarcerated parent, parents struggling to make ends meet while working multiple jobs, unstable home circumstances, etc. Case managed students reside within the KUSD boundaries, and the program provides case management to 50 youth each school year. Free/reduced lunch status through KUSD is used to determine low-income status. The number of students enrolled fluctuates at any given time, however a typical number of students on the caseload is 25 to ensure much needed time and resources are provided.

The groups facilitated in KUSD are typically held during lunch or CORE class period to decrease the amount of time taken away from academics. Staff hand select youth that exhibit certain risk factors that put them at increased risk for gang involvement; such as, but not limited to: disruptive classroom behavior, family member known gang member, lack of extracurricular activities, fighting with classmates, etc. Each group contains no more than 15 students and are typically separated by gender which allows for freer conversation between the students and staff member.

Based on feedback given from KUSD staff and members in the group, appropriate Street-SMART lessons are presented. The purpose of the lesson is to provide youth with soft skills and coping mechanisms for handling conflict, resisting gang involvement and better cope with stressful situations. Students are also able to participate in field trips once certain requirements (better classroom behavior, no major or minor infractions for an established period, etc.) are met. The Street-SMART programs are also facilitated at the BGCK weekly throughout the school year in our Teen Center in addition to the school groups. The youth remain in their groups approximately 3-6 months working on anger management, team building, job skill development, gang resistance and social/delinquency issues.

KUSD/BGCK Gang Prevention Program Goals 2022-2023

85% of youth will not have a new offense while in the program

- BGCK will be able to report findings by collecting and checking data from the Juvenile Justice Office.

85% of youth will participate in at least four non-gang related activities per month

- BGCK will monitor activities by taking attendance at each activity. Key activities included Street SMART, Smart Moves and Career Launch.

70% of parents/families will increase involvement in youth care

- BGCK will monitor activities by taking attendance at each activity. Examples of activities include family resource fairs, Juneteenth celebration, family field trips, college & career fair and National Night Out.

80% of youth will maintain or reduce their gang risk assessment score from program intake to program completion

- Participants are assessed prior to intake using gang risk assessment. Assessment ranges from 1-20 with participants scoring eight (8) or above admitted into the program.
- Progress is measured by reassessment upon program completion. Maintaining the score is considered little progress, reducing the score by 1-2 points is considered progress, reducing the score by 3 or more is considered advanced progress.

75% of youth who participate in the program for at least three months will improve school attendance

- BGCK measures progress by working with KUSD and collecting attendance data.
- BGCK staff will work on strengthening the attendance percentage as academic performance increases by getting youth to school.

75% of youth will improve their academic performance overall

- BGCK measures progress by working with KUSD to collect grades, progress reports and report cards. BGCK would like to continue to improve this metric by utilizing a more detailed progress scale. Maintaining GPA will be considered little progress, improving GPA by .2 will be considered progress. Improving grades by .3 or more will be considered advanced progress.

We will provide 10-12 groups for the school year and investigate expanding programming into other schools.

Continued collaboration with KUSD staff to better monitor and track youth changes in behavior, grades and attendance through monthly reports.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE BOYS & GIRLS CLUB OF KENOSHA AND

KENOSHA UNIFIED SCHOOL DISTRICT

The Boys & Girls Club of Kenosha (BGCK) and the Kenosha Unified School District (KUSD) have enjoyed a partnership over 20 years working collaboratively to address the issue of gang involvement and delinquency issues in our community. This Memorandum of Understanding will outline the future of this partnership.

- I. BGCK will case manage/monitor/supervise/mentor no less 50 youth in gang prevention in addition to facilitating groups at Kenosha Unified Schools. There will be 8-10 youth in a group. The youth remain in the groups 3-6 months working on anger management, team building, job skill development, gang resistance and social and delinquency issues.
- II. Additionally, BGCK will organize and supervise incentive based activities for the youth in order to encourage and reinforce positive behavioral change. These incentive based activities will be granted on a case-by-case basis by BGCK staff to recognize positive behavioral changes (socially, academically and within the family circle). These activities will include, but not be limited to: trips to professional and local sporting events, community service opportunities, cultural events, and local college events. Additional incentive based elements will include:
 - a. BGCK will offer full scholarships for targeted youth who are interested in league sports programs at the BGCK.
 - b. Targeted youth interested in employment training will receive priority placement and be assessed for eligibility in the summer youth employment program.
- III. All targeted youth will be provided free memberships to the Boys & Girls Club for the duration of the program. Youth will be encouraged to attend educational and cultural teen programming held at the BGCK facility.

- IV. BGCK staff will maintain frequent contact with case managed youths' families of program participants in order to gauge behavioral changes, as well as to provide referrals for additional resources within the community. BGCK will organize family events throughout the year. Program staff will meet with families at least twice per quarter at these sponsored activities or through individual home visits.
- V. BGCK staff will work with principals of individual schools as requested to assist with gang involvement and delinquency issues.
- VI. BGCK staff will continue to serve on the Kenosha County Gang Task Force and participate in their monthly meetings. This group brings together representatives of law enforcement, juvenile intake, Division of Children and Family Services, and KUSD. The task force undertakes to coordinate intervention and address trends in gang behavior and delinquency.

1. Staff:

- I. BGCK will maintain 2 full time and 2 part time staff to implement Gang Prevention programming. They are leaders in the Gang Prevention community and represent many years of gang prevention and case management experience.

2. Contract Budget

KUSD - Fund 80		\$60,000
KUSD Total		\$60,000.00
Boys & Girls Club of Kenosha general budget.		\$42,500.00
Kenosha County Div. of Children and Family Services – Gang Diversion Grant.		\$50,000.00
		\$6,000.00
State of Wisconsin DPI - Wisconsin After 3		\$64,320
Fundraising		
BGCK Total		\$162, 820.00
Program Total		\$222, 820.00

3. Program Goals

KUSD/BGCK Gang Prevention Program Goals 2022-2023

85% of youth (or 43 out of 50) will not have a new offense while in the program

- BGCK will be able to report findings by collecting and checking data from the Juvenile Justice Office.

85% of youth (or 43 out of 50) will participate in at least four non-gang related activities per month

- BGCK will monitor activities by taking attendance at each activity. Key activities include STREET SMART, Smart Moves and Career Launch

70% of parents/families (or 35 out of 50) will increase involvement in youth care

- BGCK will monitor activities by taking attendance at each activity. Examples of activities include family resource fairs, Juneteenth celebration, family field trips, college & career fair and National Night Out.

80% of youth (or 40 out of 50) will maintain or reduce their gang risk assessment score from program intake to program completion

- Participants are assessed prior to intake using gang risk assessment. Assessment ranges from 1-20 with participants scoring eight (8) or above admitted into the program.
- Progress is measured by reassessment upon program completion. Maintaining the score is considered little progress, reducing the score by 1-2 points is considered progress, reducing the score by 3 or more is considered advanced progress.

75% of youth (or 38 out of 50) who participate in the program for at least three months will improve school attendance

- BGCK measures progress by working with KUSD and collecting attendance data.
- BGCK staff will work on strengthening the attendance percentage as academic performance increases by getting youth to school.

75% of youth (or 38 out of 50) will improve their academic performance overall

- BGCK measures progress by working with KUSD to collect grades, progress reports and report cards. BGCK would like to continue to improve this metric by utilizing a more detailed progress scale. Maintaining GPA will be considered little progress, improving GPA by .2 will be considered improving. Improving grades by .3 or more will be considered advanced progress.

We will provide 10-12 groups for the school year and investigate expanding groups into different schools.

Continued collaboration with KUSD staff to better monitor and track youth changes in behavior, grades and attendance through monthly reports.

4. Reports

- I. BGCK will provide a mid-year and end of year report. The reports will note program start dates, gang risk assessment scores, referrals provided, activities, program attendance, grades and school attendance.

5. Finances

- A. BGCK will bill monthly by the 10th of the month.

6. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of BGCK and KUSD authorized officials. It shall be in force from September 1, 2022 to June 30, 2023. Parties A and B indicate agreement with this MOU by their signatures.

William Haithcock

Date

Tara Panasewicz

Date

Chief of School Leadership

Chief Professional Officer

Kenosha Unified School District

Boys & Girls Club of Kenosha

Gang Reduction Program Dashboard - Outcomes

Total Participants = 50

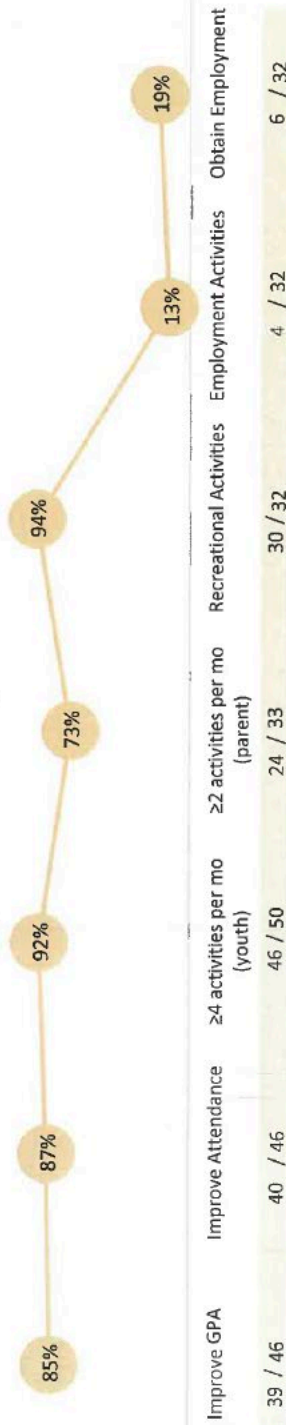
Gang Risk Score



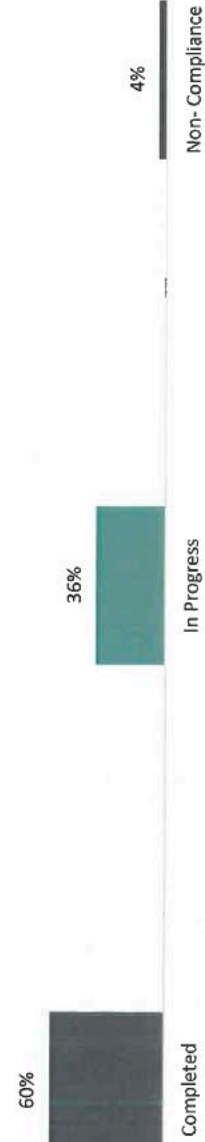
GPA Pre- and Post-Program



Progress toward Program Outcomes



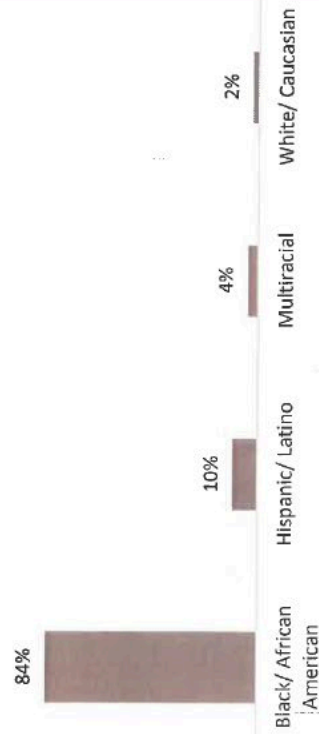
Case Closure Reason



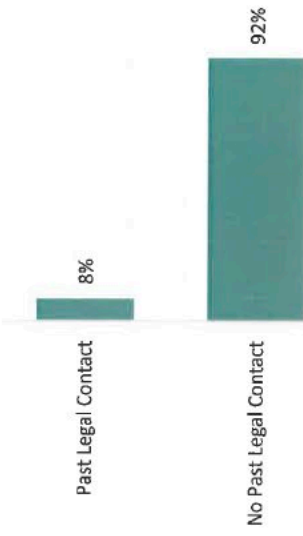
Gang Reduction Program Dashboard - Demographics

Total Participants = 50

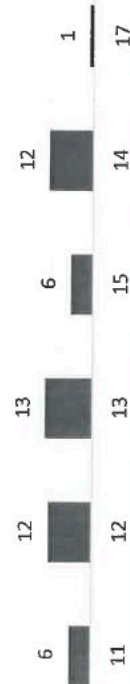
Race/ Ethnicity



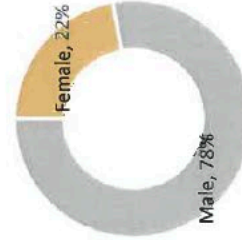
Legal Status at Start



Age of Participants



Gender



Participant's School



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**Kenosha Unified School District
Kenosha, Wisconsin**

August 23, 2022

TITLE IX UPDATE

On August 14, 2020, amended federal Title IX regulations took effect. The U.S. Department of Education regulations covers sexual harassment, sex discrimination, and sexual assault in education programs and activities. Every school district was required to review and modify various policies and procedures in connection with implementing the new Title IX regulations specifically with regard to sexual harassment. The regulations also involved a significant training and staff development component. In June of 2022, the U.S. Department of Education released updated proposed expectations. KUSD was already in the process of updating these policies and procedures.

These proposed revisions to the Title IX regulations were released in June of 2022, but there is a lengthy period for revisions and comments. The final rule changes are not expected for quite some time. Therefore, the 2020 version of the Title IX regulations will remain in effect for at least the start of the 2022-23 school year. Amended regulations will likely not take effect until the beginning of the 2023-24 school year. Updates to multiple policies were necessary to ensure KUSD's compliance with the current federal Title IX regulations. In addition, updates to the complaint procedures and staff training requirements were completed to ensure KUSD aligned with the federal regulations. Below is a table of attachments and a summary of changes.

Attachment	Title of Attachment	Summary of Changes
1	Board Policy 4110	Updated to direct employees who believe they have been subjected to sexual harassment to the newly created Title IX Board Policy. (Attachment 6)
2	Board Policy 4111	This policy previously incorporated a process for general harassment and Title IX sexual harassment. All connections to Title IX have been pulled out of this policy and a stand-alone Title IX policy created. Policy 4111 has been modified to address harassment outside the Title IX rules.
3	Board Policy 5110.1	Updated to include anti-harassment language and cross-references updated. A student complaint procedure was created, similar to the employee complaint procedure.
4	Board Policy 5110.2	Policy modified to incorporate reference to Title IX policy, legal references, and cross-references.

5	Board Policy 4111.1 (Newly Created)	Outlines the employee discrimination and non-Title IX harassment complaint procedure. These procedures would follow standards set in Board Policies 4110 and 4111. Note: These procedures do not apply to claims of Title IX sexual harassment as those claims will be handled through Board Policy 1710.
6	Board Policy 1710 (Newly Created)	The newly created board policy includes legal requirements, definitions, complaint procedures, appeal procedures, and District procedural requirements for Title IX.

Recommendation

The administration recommends that the Board of Education approve as a first reading, the revisions to policies 4110, 4111, 5110.1, 5110.2 and approve the creation of Board Policy 4111.1 and Board Policy 1710 at the August 23, 2022, board meeting.

Bethany Ormseth, Ed.D
Interim Superintendent of Schools

Julie Housaman
Chief Academic Officer

William Haithcock
Chief of School Leadership

Kevin Neir
Interim Chief Human Resource Officer

POLICY 4110
EQUAL EMPLOYMENT OPPORTUNITY
AND AFFIRMATIVE ACTION

The District is an equal opportunity employer. Personnel administration in the District shall be conducted so as not to discriminate on the basis of age, race, creed, religion, color, sex **(including sexual orientation or gender identity)**, pregnancy, ~~sexual orientation~~, national origin, disability, marital status, ancestry, citizenship, arrest or conviction record, membership in the national guard, state defense force, or any other reserve component of the military forces of the United States or Wisconsin, use or non-use of lawful products off school premises during non-working hours, or any other reason prohibited by state or federal law. This policy shall apply to hiring, placement, assignment, formal and informal training, seniority, transfer, promotion, lay-off, recall and termination. Similarly, all salaries, wages, benefit programs and personnel policies shall be administered in conformity with this policy.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship to the District.

~~Any applicant or employee who believes he/she has been discriminated against in violation of this policy may file a complaint.~~ Responsibility for overseeing the District's equal employment opportunity and affirmative action programs and investigating discrimination complaints is assigned to the Office of Human Resources.

All employees will receive information and training regarding rights and responsibilities regarding discrimination considerations as they relate to employment.

Any applicant or District employee who believes they have been discriminated against in violation of this Policy should file a complaint pursuant to Board Policy 4111.1. Any applicant or District employee who believes that they have been subject to sexual harassment in violation of Title IX should refer to Board Policy 1710, which sets forth the District's grievance procedure associated with violations of Title IX relative to sexual harassment.

LEGAL REF.: Wisconsin Statutes
Sections 111.31-111.395 (Fair employment standards - employment discrimination)
118.195 (Handicapped teacher discrimination)
118.20 (Teacher discrimination, including sexual harassment)
Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (Race, color, national origin discrimination; general employment discrimination)
Title IX, Education Amendments of 1972 (Sex discrimination) Section 504, Rehabilitation Act of 1973 (Handicap discrimination) Age Discrimination Act of 1975 (Age discrimination)
Age Discrimination in Employment Act of 1967 (Age discrimination)
Pregnancy Discrimination Act (Pregnancy, childbirth, or related medical conditions discrimination)
Immigration Control and Reform Act of 1986 (Citizenship discrimination) Americans with Disabilities Act of 1990, as amended by the ADAAA (Disability discrimination)
Civil Rights Act of 1991 (Penalties for discrimination law violations)

CROSS REF.: Policy 4111, Employee Harassment Employee Handbook
Policy 4111.1, Employee Discrimination and Harassment Complaint Procedure
Policy 1710, Nondiscrimination on the Basis of Sex in Education Programs or Activities

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: April 22, 1991

REVISED: January 26, 1993
March 22, 1994
March 9, 1999
June 27, 2000
September 23, 2014
October 28, 2014
March 28, 2017
August 28, 2018
September 27, 2022

RULE 4110

EMPLOYEE DISCRIMINATION COMPLAINT PROCEDURE

The Chief Human Resource Officer or his/ her designee is responsible for coordinating compliance with state and federal nondiscrimination laws and the District's equal employment opportunity and affirmative action policy.

Any employee or applicant for employment who believes he/she has been discriminated against in violation of state and federal nondiscrimination laws or the District's equal employment opportunity policy may file a complaint as outlined below. If it is determined that a violation has occurred, appropriate steps shall be taken to ensure compliance with state and federal nondiscrimination laws and District policy.

INFORMAL PROCEDURE

The district promotes the voluntary resolution of problems at the level of government closest to their source and, as such, encourages informal resolution of employment discrimination complaints. If a complaint cannot be solved informally, the complainant may initiate a formal complaint as outlined below. An informal resolution of a complaint does not prohibit the filing of a formal complaint at any time.

FORMAL COMPLAINT PROCEDURE

The timelines governing the resolution of the formal complaint do not go into effect until the written complaint is received.

The complaint shall be presented in writing to the Chief Human Resource Officer and shall include the specific nature of the alleged discrimination, the facts (including specific details and corresponding dates), and the name, address, and phone number of the complainant. The complaint may be dictated to the complaint officer and signed by the complainant upon review of the written complaint.

The Chief Human Resource Officer or his/ her designee shall acknowledge receipt in writing of the complaint. The Chief Human Resource Officer or his/ her designee, within a reasonable period of time, shall thoroughly investigate the complaint and take all reasonable steps necessary to ensure that any allegations of discrimination are promptly remedied and that no District employees are subject to discrimination in violation of this policy. The complainant will be advised of the outcome in writing. Any remedial action should be aimed at stopping the discrimination and may include discipline of the accused individual up to and including termination of his/ her employment.

RULE 4110

EMPLOYEE DISCRIMINATION COMPLAINT PROCEDURE

Page 2

~~Nothing in these procedures shall preclude persons from filing a complaint directly, or on appeal with designated agencies as authorized by state and federal law (e.g., U.S. Office of Civil Rights, State Superintendent of Public Instruction, Equal Rights Division of the Department of Workforce Development) and/or with courts having proper jurisdiction.~~

~~MAINTENANCE OF COMPLAINT RECORDS~~

~~Records shall be kept of all employment discrimination complaints for the purpose of documenting compliance and past practices. The records shall include information on all levels of the complaint and any appeals. The records should include:~~

- ~~1. The name of the complainant and his/her title or status.~~
- ~~2. The date the complaint was filed.~~
- ~~3. The specific allegation made and any corrective action requested by the complainant.~~
- ~~4. The name(s) of the respondents.~~
- ~~5. The levels of processing followed, and the resolution, date and decision-making authority at each level.~~
- ~~6. A summary of facts and evidence presented by each party involved.~~
- ~~7. A statement of the final resolution and the nature and date(s) of any corrective or remedial action taken.~~

POLICY 4111
EMPLOYEE ANTI-HARASSMENT

The Kenosha Unified School District seeks to provide fair and equal employment opportunities and to maintain a professional work and academic environment comprised of people who respect one another and who believe in the District's high ideals. Harassment is a form of misconduct that undermines the integrity of the District's employment and academic relationships. All employees and students must be allowed to work and learn in an environment that is free from intimidation and harassment.

All new staff members will receive a copy of the employee anti-harassment policy and other anti-harassment educational information as a part of the initial employment process and at other times as appropriate and necessary.

Harassment or similar unacceptable activities based on a person's membership in a protected class that could become a condition of employment or a basis for personnel decisions, or which create a hostile, intimidating or offensive environment are specifically prohibited by the District. The District will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin or undocumented/immigration status (including limited English proficiency), marital or parental status, sexual orientation, transgender status, gender expression, gender identity and gender nonconformity (~~see, Policy 5110.2~~), physical, mental, emotional or learning disability and social, economic or family status, pregnancy, creed or religion, age, sex, genetic information or disability.

Intimidation and harassment can arise from a broad range of physical, or verbal or non-verbal behaviors for the purpose of creating an intimidating, hostile or offensive work or educational environment. This may occur staff to staff, student to staff, or staff to student, regardless of the individuals' **genders protected class**. This may also include non-employees, such as school board members, outside contractors or members of the community (e.g., speakers/presenters, participants on opposing athletic teams, parents/guardians, etc.).

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against an employee based on one or more of the employee's protected characteristics that:

- A. Places a person in reasonable fear of harm to their person or damage to their property;**
- B. Has the effect of substantially interfering with a person's performance, opportunities, or benefits; or**
- C. Has the effect of substantially disrupting the orderly operation of a school.**

Behaviors **that constitute harassment** may include, but are not limited to, the following:

- physical, sexual or mental abuse;
- offensive, threatening or derogatory comments to any person, either directly or indirectly, based on the person's membership in any protected class;
- **name-calling**, insults or slurs based upon a person's real or perceived legally protected

characteristics including age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, transgender status, gender expression, gender identity and gender nonconformity, or any other basis protected by law;

- **hate speech, including the use of language, behavior, imagery and/or symbols to express prejudice against a particular group or groups based on any protected characteristic;**
- unwelcome sexual advances, propositions, invitations, solicitations and flirtations;
- ~~kissing, patting, pinching, touching, or other unwelcome physical contact;~~
- harassing behavior toward a subordinate staff member, regardless of whether such conduct creates a hostile work environment;
- ~~demands for sexual favors, accompanied by implied or overt promises of preferential treatment and/or threats that concerning an individual's employment or academic status may be adversely affected;~~
- consensual sexual relationships that lead to favoritism of a subordinate staff member with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another staff member or otherwise creates a hostile work environment;
- **sexual** comments about a person's body/dress/appearance, jokes or, innuendos, **sexually** degrading language, unwelcome suggestive or insulting sounds or whistles;
- display of offensive materials, objects, literature, audio recordings or videos in the work or educational environment that are not curriculum related;
- ~~sex-oriented name-calling or bullying;~~
- ~~inappropriate staring at another individual or touching of their clothing, hair, or body;~~
- ~~asking personal questions about another individual's sex life or sharing remarks about one's own sexual activities or sexual history;~~
- ~~repeatedly asking out any person who has stated that they are not interested;~~
- obscene telephone calls, text messages, or social media postings;
- communicating with students and/or parents/guardians via email, text message, websites, social media, or visiting their home for non-educational purposes;
- giving gifts, money, or showing preferential treatment to students for no legitimate educational purpose; **and**
- ~~showing or watching pornography in the work or educational environment;~~
- inappropriate boundary invasions of personal space or personal life.; **and**
- ~~non-sexual questions or comments about a person's body, genitals or anatomy.~~

~~Romantic or sexual relationships between staff members and students are prohibited. Any staff member who engages in sexual conduct with a student may also be guilty of a crime and any information regarding such instances will be reported to law enforcement.~~

Sexual relationships between ~~staff members~~ District employees, where one has supervisory responsibilities over the other, are firmly discouraged as they are suspect. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding consequences of non-compliance.

These activities are offensive and are inappropriate in a school atmosphere and in the workplace. This is a serious issue not just for the District but also for each individual in the District. It is the responsibility of the administration and all staff members to ensure that these prohibited activities do not occur. A staff member or supervisor may be held individually liable as a harasser and subject to the same penalties that may be imposed upon employers under state or federal law.

Any ~~staff member~~ **District employee** who engages in harassment or similar unacceptable behavior or retaliates against another individual because the individual made a report of such behavior or participated in an investigation of a claim of harassment or similar unacceptable behavior, is subject to immediate discipline, up to and including termination. Any ~~staff member~~ **District employee** who witnesses or otherwise becomes aware of harassment or similar unacceptable behavior has an affirmative duty to report said conduct to their supervisor, or to the administration.

Any person who believes that he or she has been the subject of prohibited harassment or similar unacceptable behavior or retaliation should report the matter immediately to the Office of Human Resources, **Title IX Coordinators**, or the Superintendent or their designee. All such reports will be investigated promptly and will be kept confidential within the bounds of the investigation and the law. ~~Individuals Staff members~~ are prohibited from knowingly making false statements or knowingly submitting false information to any report, complaint, investigation, or informal or formal resolution process undertaken in relation to acts of harassment. **See Policy 4111.1[XXXX] for detailed information about the discrimination and harassment procedures associated with District employee discrimination and/or harassment.**

LEGAL REF: Wisconsin Statutes Sections 111.31-111.395 (Fair employment standards – employment discrimination)
 118.195 (Handicapped teacher discrimination)
 118.20 (teacher discrimination, including sexual harassment).
 Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (Race, color, national origin discrimination; general employment discrimination)
 Title IX, Education Amendments of 1972 (Sex discrimination)
 Section 504, Rehabilitation Act of 1973 (Handicap discrimination)
 Age Discrimination Act of 1975 (Age discrimination)
 Age Discrimination in Employment Act of 1967 (Age discrimination)
 Pregnancy Discrimination Act (Pregnancy, childbirth or related medical conditions discrimination)
 Immigration Control and Reform Act of 1986 (Citizenship discrimination)
 Americans with Disabilities Act of 1990, as amended by the ADAAA (Disability discrimination)
 Civil Rights Act of 1991 (Penalties for discrimination law violations)
 Equal Employment Opportunities Commission Guidelines (29 C.F.R. – Part 1604.11) (Employee sexual harassment)

CROSS REF.: Policy 4110 - Equal Employment Opportunity and Affirmative Action Employee Handbook

Policy 4271 – Employee Complaint (Grievance)

Policy 1710[XXXX] – Nondiscrimination on the Basis of Sex in Education

Programs or

Activities

**Policy 4111.1~~[XXXX]~~ – Employee Discrimination and Harassment Complaint
-Procedure.**

ADMINISTRATIVE REGULATIONS: 34 C.F.R Part 106

AFFIRMED: April 22, 1991

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September 27~~[XXXXXXXX]~~, 2022

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The following shall apply to all procedures contained in this Rule.

~~“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment, or harassment based on one or more of the other protected characteristics.~~

~~“Complaint officer” shall be responsible for organizing any informal resolution process, facilitating any investigation, and/or following the formal grievance process needed in response to a harassment complaint, including designating the investigator(s), if different from the complaint officer.~~

~~“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, or harassment based on one or more of the other protected characteristics.~~

~~“Title IX Coordinator” means the designated individual who shall be responsible for implementing and facilitating compliance with the Title VII and Title IX sexual harassment laws and guidelines and shall also be the designated recipient of reports concerning sexual harassment. The Title IX Coordinator shall designate the complaint officer for sexual harassment complaints.~~

~~The Chief Human Resource Officer (CHRO) shall be designated as the Title IX Coordinator. Contact information for the Title IX Coordinator shall be provided in staff and student handbooks as well as on the District’s website. The District shall also provide students, parents/legal guardians, staff members, unions, and the District’s vendors with notice of the Title IX Coordinator’s contact information.~~

Other Available Remedies:

~~Nothing in these procedures shall preclude persons from filing a complaint directly, or on appeal, with designated agencies as authorized by state and federal laws (e.g., U.S. Office of Civil Rights, Equal Rights Division of the Department of Workforce Development, or the U.S. Equal Employment Opportunity Commission) and/or with courts having proper jurisdiction.~~

Maintenance of Records:

~~Staff members shall be informed of the District’s employee anti-harassment policy annually. The policy will be posted on the District’s website. The District’s Title IX Coordinator shall be responsible for ensuring that the District maintains adequate records of complaints filed under the District’s employee anti-harassment and sexual harassment complaint procedures and for directing the timely preparation of annual or other reports and evaluations regarding nondiscrimination initiatives and compliance that the District is required to conduct and/or provide to the Department of Public Instruction.~~

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HARASSMENT – General

~~“Harassment” means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against an employee based on one or more of the student’s protected characteristics that:~~

- ~~A. Places a person in reasonable fear of harm to their person or damage to their property;~~
- ~~B. Has the effect of substantially interfering with a person’s performance, opportunities, or benefits; or~~
- ~~C. Has the effect of substantially disrupting the orderly operation of a school.~~

~~“Protected Characteristics” means a person’s age, race, color, national origin or undocumented/immigration status (including limited English proficiency), ancestry, religion, creed, pregnancy, marital status, parental status, sexual orientation, transgender status, physical, mental, emotional or learning disability, genetic information, and social, economic or family status.~~

~~Harassment on the basis of sex is governed by Title VII and Title IX and requires additional procedures set forth in the Sexual Harassment section of this Rule.~~

Complaint:

~~All incidents of harassment should be reported to the Chief Human Resources Officer (CHRO), verbally or in writing. Any person may report such incidents to the CHRO in person, by mail, electronic mail, electronic submission or by using the contact information provided. All staff members and school officials who observe incidents of harassment shall report such incidents. If the incident involves the CHRO, the report should be made to the District Superintendent.~~

~~Due to the sensitivity surrounding a complaint of harassment, timelines are flexible; however, every effort should be made to file the complaint within thirty (30) calendar days of the conduct occurring.~~

~~To begin the formal complaint process, the complainant shall present in writing the specific nature of the alleged harassment and corresponding date; names of those who may have witnessed the alleged harassment; and, the name, address and phone number of the complainant. Upon receipt of a harassment complaint, the CHRO or their designee shall be the complaint officer. If the report involves the CHRO, the Superintendent or their designee shall be the complaint officer. The complaint may be dictated to the complaint officer and signed by the complainant upon review of the written complaint. The complaint officer shall acknowledge in writing the receipt of the complaint. The complainant’s wishes with respect to whether the District investigates reported conduct will be respected subject to applicable law.~~

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Informal Resolution Process:

~~The District will allow the parties to attempt a resolution of a complaint on an informal basis that does not involve a full investigation or determination of responsibility. Both parties must provide voluntary, informed, written consent to attempt informal resolution. Prior to agreeing to a resolution, either party may withdraw from the informal resolution process and resume the formal grievance process with respect to the complaint.~~

~~If the parties provide written consent to the informal resolution process, the complaint officer or their designee will facilitate a meeting between the parties. If the parties resolve the matter, the complaint officer or their designee shall prepare a written statement outlining the resolution. If no resolution is reached, the complaint officer will proceed with an investigation of the allegations contained in the complaint.~~

Investigation:

~~The complaint officer or their designee shall thoroughly and impartially investigate the harassment complaint. Investigators may be staff members or independent contractors.~~

~~The complaint officer shall notify the respondent that a complaint has been received. The respondent will be informed about the nature of the allegations and a copy of the employee anti-harassment policy and this rule shall be provided to the respondent at that time. The respondent will also be notified of the opportunity to submit a written statement.~~

~~Although certain cases may require additional time, the complaint officer will attempt to complete an investigation into the allegations of harassment within a reasonably prompt time frame, not to exceed 30 days. The investigation will include:~~

- ~~-~~
- ~~A. interviews with the complainant;~~
- ~~B. interviews with the respondent;~~
- ~~C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the complaint officer; and,~~
- ~~D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the complaint officer.~~
- ~~-~~

~~At the conclusion of the investigation, the complaint officer shall prepare and deliver a written report to the Superintendent that summarizes the relevant evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the complainant has been subjected to harassment. The complaint officer may consult with the school board attorney before finalizing the report to the Superintendent.~~

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If a complainant believes that there is undue delay, they may notify the CHRO or designee and ask for clarification as to when the investigation will be completed.

Dismissal:

If, after notice and an investigation, the complaint officer uncovers information that could or must result in dismissal of the formal complaint, the complaint officer shall provide that information to the Superintendent. The Superintendent must dismiss any formal complaint or allegation therein if:

- the alleged conduct does not constitute harassment, or
- the alleged conduct did not occur against a person in the United States.

The Superintendent may also dismiss a complaint or allegation therein if:

- the complainant informs the CHRO or designee in writing that the complainant desires to withdraw the formal complaint or allegation therein, or
- specific circumstances prevent the District from gathering evidence to reach a determination.

The Superintendent shall provide notice to both parties of any dismissal and the reasons for the dismissal. Notwithstanding the dismissal of a complaint, the District may take any action in response to alleged misconduct under the District's code of conduct policy or other applicable policy.

Supportive measures:

The complaint officer shall consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation, including a change of work assignment or schedule for the complainant and/or respondent.

Interim Measures:

If, upon an analysis of the allegations, the safety issues, and other risks involved, the complaint officer determines that the allegations raise an immediate threat to the physical health or safety of any individual, the District may take emergency action during the investigation period, including removal of the respondent from an education program or activity, or the placement of the respondent on administrative leave if the respondent is a staff member. Such emergency action may not be made without prior notice to the respondent and an opportunity to challenge the decision immediately following the action.

Decisions:

Upon receipt and review of the investigative report, the Superintendent shall make a written determination as to whether the harassment allegations are substantiated by the facts and evidence.

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~~A copy of the written decision shall be provided to both parties. The decision of the Superintendent shall be final, subject to the appeal process set forth below.~~

~~Sanctions:~~

~~Any remedial action shall be aimed at stopping the alleged harassment and may include discipline of the respondent, up to and including termination of their employment.~~

~~Confidentiality:~~

~~The District will respect a complainant's request for confidentiality or request not to pursue an investigation, subject to applicable law, and will otherwise make efforts to maintain confidentiality where non-disclosure does not interfere with the district's ability to appropriately process and respond to the report or complaint. Any non-party interviewed as part of the investigation is expected to maintain confidentiality and is expected not to disclose any information they learn during the course of the investigation.~~

~~Retaliation:~~

~~There shall be no retaliation against any person targeted by harassment or any person who reports an alleged act of harassment, nor against any person who participates in the investigation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. The District will take appropriate action against any staff member who engages in retaliatory behavior.~~

~~Appeal:~~

~~If the investigation results in disciplinary action, the staff member subject to discipline is entitled to file a grievance pursuant to Board Policy 4271.~~

~~If the complainant is unsatisfied with the disposition of the complaint, the complainant may take further action with the Office of Civil Rights, the U.S. Equal Employment Opportunity Commission, the ERD or the Department of Public Instruction, as appropriate.~~

SEXUAL HARASSMENT

Definitions

~~“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment.~~

~~“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:~~

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- ~~(1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;~~
- ~~(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it adversely affects one's employment or effectively denies a person equal access to the District's education program or activity; or~~
- ~~(3) "Sexual assault", "dating violence", "domestic violence", or "stalking" as defined by relevant federal law.~~

~~"Supportive measures" means individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to protect safety or deter sexual harassment.~~

Complaints

~~Staff who believe they have been sexually harassed by another District staff member or a non-employee are entitled to use the informal and/or formal complaint processes outlined below. Initiating a complaint will not adversely affect employment unless the complainant does so maliciously or with knowledge that it is false. The Title IX Coordinator or their designee shall be the complaint officer and is responsible for responding to harassment complaints. If a complaint involves the Title IX Coordinator, the Superintendent or their designee shall be the complaint officer for that complaint and will be responsible for responding to the harassment claim. The complaint officer or their designee shall be responsible for investigating formal complaints. Investigator(s) may be District staff members or independent contractors. Due to the sensitivity surrounding a complaint of sexual harassment, timelines are flexible; however, every effort should be made to file the complaint within thirty (30) calendar days of the conduct occurring.~~

~~Sexual harassment may be reported to the Title IX Coordinator by the complainant or by any third party with knowledge of the alleged conduct that constitutes sexual harassment. Upon receiving a report of sexual harassment, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without filing a formal complaint, and explain to the complainant the process for filing a formal complaint.~~

~~A formal complaint may be filed with the Title IX Coordinator in person, by mail, electronic mail, electronic submission, or by using the provided contact information. The complainant shall state the specific nature of the harassment and corresponding date; names of those who may have witnessed the alleged harassment; and the name, address and phone number of the complainant. An oral complaint may be dictated to the Title IX Coordinator and signed by the complainant upon review of the written complaint, or signed by the Title IX Coordinator.~~

~~The District will allow a complainant the opportunity to resolve discrimination or harassment complaint on an informal basis, if the complainant asks to do so. Upon such request by the~~

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~~complainant, the supervisor (or person designated by the Superintendent if no supervisor is available) will facilitate a meeting between the complainant and the alleged harasser/discriminator. If the parties resolve the matter, the supervisor shall prepare a written statement outlining the resolution. If the complainant is not satisfied with the outcome of the meeting, the supervisor must notify the Title IX Coordinator of the informal review so the Title IX Coordinator may formally investigate the complaint.~~

~~To begin the formal complaint process, the complainant shall present in writing the specific nature of the harassment and corresponding date; names of those who may have witnessed the alleged harassment, and the name, address and phone number of the complainant. The complaint may be dictated to the complaint officer and signed by the complainant upon review of the written complaint. The complaint officer shall acknowledge in writing the receipt of the complaint.~~

Supportive Measures:

~~The Title IX Coordinator shall coordinate and implement supportive measures for the complainant and the respondent designed to ensure equal access to the District's education programs and activities, protect the safety of all parties, protect the district's educational environment, and/or deter sexual harassment. Such measures may include, but are not limited to, counseling the parties involved, modifying schedules, providing escort services on campus, mutually restricting contact between the parties, changing work locations, providing leaves of absence, increasing security or monitoring of appropriate campus locations, and similar measures. Any supportive measures provided shall be confidential except where such confidentiality would impair the District's ability to provide such measures.~~

~~The complaint officer shall consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation, including a change of work assignment or schedule for the complainant and/or harasser. Such supportive measures may be taken on a temporary basis at any point after a report of harassment has been made. No temporary changes shall be disciplinary to either the complainant or the respondent. No disciplinary sanctions may be taken against the respondent of a formal complaint before concluding an informal resolution process or the formal grievance process, except that interim measures may be taken as allowed by this Rule.~~

Interim Measures:

~~If, upon an analysis of the allegations, the safety issues, and other risks involved, the complaint officer determines that the allegations raise an immediate threat to the physical health or safety of any individual, the District may take emergency action during the investigation period, including removal of the respondent from an education program or activity, or the placement of the respondent on administrative leave if the respondent is a staff member. Such emergency action may not be made without prior notice to the respondent and an opportunity to challenge the decision immediately following the action.~~

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Notice:

Upon the filing of a complaint, the complaint officer shall provide written notice of the complaint to the complainant and the respondent that provides the respondent sufficient time to prepare a response and includes a description of the allegations including, to the extent known, the identity of the parties involved, the alleged conduct, and the date and location of the alleged incident.

The following shall apply during the investigation and shall be included in the written notice to the parties:

- the respondent is presumed not responsible for the alleged conduct and a determination of responsibility is made at the conclusion of the grievance process;
- each party may have an advisor of their choice, who may but is not required to be an attorney;
- the District shall provide each party, and their advisors, if applicable, with any evidence directly related to the allegations, in electronic format or hard copy, and provide at least ten (10) days for the parties to inspect, review, and respond to the evidence; and
- every person is prohibited from knowingly making false statements or knowingly submitting false information during the grievance process.

The complaint officer, within a reasonable period of time, shall thoroughly investigate the complaint and take all reasonable steps necessary to ensure that any allegations of sexual harassment are promptly remedied and that no district staff members are subject to workplace harassment in violation of this policy. This will include an interview with the complainant, respondent, any witnesses who may reasonably be expected to have relevant information, and consideration of documentation or other evidence presented by the complainant, respondent or witnesses. Notices shall be provided to both parties prior to holding any interviews, meetings or hearings during the investigation. The burden of gathering evidence and the burden of proving the allegations in the complaint rests at all times with the District. Both parties shall have an equal opportunity to present facts, expert and lay witnesses, and other evidence. During the investigation, no restrictions may be placed on either party regarding discussing the formal complaint, the allegations, or the investigation with others. However, no person may intimidate, coerce or discriminate against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in an investigation or proceeding under this Rule. The District will respect the privacy of all involved in a manner consistent with legal obligations under state and federal law but cannot guarantee confidentiality. The Title IX Coordinator, complaint officer, investigators, and decision makers shall all be free from bias or conflicts of interest in responding to, investigating, dismissing and making determinations regarding the allegations contained in formal complaints.

All complaints shall be investigated within 30 days. This deadline may be extended for good cause, but it will always be completed in a timely manner without any undue delay. If a complainant believes that there is undue delay, they may notify the Title IX Coordinator and ask for clarification as to when the investigation will be completed.

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~~Any non-party interviewed as part of the investigation is expected to maintain confidentiality and is expected not to disclose any information they learn during the course of the investigation.~~

~~The complaint officer and/or investigator shall provide both parties with all facts, witness testimony and other evidence collected in either electronic or hard copy format. The parties shall have ten (10) calendar days to inspect, review and respond to the evidence. After receiving the parties' responses, if any, the complaint officer and/or investigator shall prepare an investigative report that fairly summarizes all relevant facts and evidence, and provides a recommendation regarding responsibility for the allegations.~~

Decisions:

~~A copy of the investigative report shall be provided to each party and to the decision maker, who shall be the Superintendent. If the Superintendent is acting as the complaint officer, the Superintendent shall designate another person as the decision maker.~~

~~Prior to reaching a determination regarding responsibility for the allegations in the formal complaint, and at least ten (10) calendar days after a copy of the investigative report has been provided to each party, both parties shall have an opportunity to submit written, relevant questions to the decision maker that a party wants asked of any party or witness. The decision maker shall obtain responses to any appropriate/relevant questions from the appropriate party or witness. Answers to submitted questions shall be provided to each party and additional time will be provided for limited follow up questions from each party. Pursuant to the rape shield protections provided under relevant law, questions and evidence regarding a complainant's prior sexual behavior shall be deemed irrelevant at all times during the formal grievance process unless offered to prove that someone other than the respondent committed the alleged misconduct or offered to prove consent.~~

~~The decision maker shall review the investigative report and any additional facts uncovered through the parties' questions under a preponderance of the evidence standard. Under the preponderance of the evidence standard, the evidence submitted must show that it is more likely than not that the alleged conduct occurred and more likely than not that the respondent is responsible. The decision maker may consult with legal counsel prior to issuing a final decision.~~

~~The decision maker shall issue a written decision regarding responsibility for the alleged conduct contained in the formal complaint that includes findings of fact, conclusions about whether the alleged conduct occurred, the rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent, and any supportive measures that will be provided to the complainant. The decision maker shall provide the parties with the written decision simultaneously along with information about how to file an appeal. Any remedial action will be aimed at stopping the alleged harassment and may include discipline of the respondent, up to and including termination of their employment.~~

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Dismissals:

If, after notice and an investigation, the complaint officer uncovers information that could or must result in dismissal of the formal complaint, the complaint officer shall provide that information to the decision-maker. The decision-maker must dismiss any formal complaint or allegation therein if:

- the alleged conduct does not constitute sexual harassment, or
- the alleged conduct did not occur against a person in the United States.

The decision-maker may also dismiss a formal complaint or allegation therein if:

- the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegation therein, or
- specific circumstances prevent the District from gathering evidence to reach a determination.

The decision-maker shall provide notice to both parties of any dismissal and the reasons for the dismissal. Notwithstanding the dismissal of a formal complaint for purposes of Title IX, the District may take any action in response to alleged misconduct under the District's code of conduct policy or other applicable policy.

Appeals:

If the decision of the decision-maker results in disciplinary action, the staff member subject to discipline is entitled to file a grievance pursuant to Policy 4271.

Either party may appeal the dismissal of a formal complaint or the determination regarding responsibility for allegations in a formal complaint by writing to the Title IX Coordinator. An appeal may be filed for one or more of the following reasons:

- a procedural irregularity that affected the outcome of the matter,
- new evidence that was not reasonably available at the time the dismissal or determination regarding responsibility was made that could affect the outcome of the matter, or
- a conflict of interest or bias existed on the part of the Title IX Coordinator, the investigator, or decision-maker that affected the outcome of the matter.

If an appeal is filed, the District shall provide written notice of the appeal to both parties and an equal opportunity for both parties to submit a written statement supporting or challenging the decision being appealed. The school board shall be the decision-maker on all appeals. A written decision of the appeal shall be provided simultaneously to both parties within 30 days and shall state the rationale for the decision.

Nothing in these procedures shall preclude persons from filing a complaint directly, or on appeal, with designated agencies as authorized by state and federal laws (e.g., U.S. Office of Civil Rights,

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~~Equal Rights Division of the Department of Workforce Development, U.S. Equal Employment Opportunity Commission) and/or with courts having proper jurisdiction.~~

~~Training:~~

~~The District shall provide training for all staff members on identifying and reporting sexual harassment. Additional training on sexual harassment investigations, grievance processes and appeals shall be provided to the Title IX Coordinator, investigators, decision makers, and any person who facilitates an informal resolution process. Records of all training materials shall be maintained for seven (7) years and be made available to the public on the District's website.~~

~~Recordkeeping:~~

~~The District shall maintain records of all sexual harassment complaints, investigations, and actions, as well as any supportive measures taken. Such records shall include all material required under relevant law and be maintained for seven (7) years.~~

POLICY 5110.1
STUDENT EQUAL OPPORTUNITY,
~~AND~~ NON-DISCRIMINATION,
AND ANTI-HARASSMENT IN EDUCATION

No student may be denied admission to, be denied participation in, be denied the benefits of, or be discriminated against in any curricular, extracurricular, student services, recreational or other program or activity because of the student's sex, race, ancestry, creed, religion, color, pregnancy, marital or parental status, sexual orientation, national origin or undocumented/immigration status (including limited English proficiency), marital or parental status, transgender status, (including gender expression, gender identity and gender nonconformity (see, Policy 5110.2), social, economic or family status or physical, mental, emotional or learning disability or handicap in accordance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 (see **Policy 1710**), and Sections 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (see **Special Education Program and Procedure Manual**). Harassment on any of these bases is also prohibited. Decisions relative to classes or activities based on a student's individual performance or needs is not considered to be discriminatory.

~~Pursuant to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, students with disabilities may not be discriminated against on the basis of their disability and they shall be provided with a free appropriate public education regardless of the nature or severity of their disability. Students may be considered disabled under this policy even if they are not covered under the District's special education policies and procedures.~~

~~Students with disabilities may also require reasonable accommodations. Requests for accommodations shall be made in writing and approved by the building principal after approval from Administration. Accommodations may include, but not necessarily be limited to, exclusion from participation in an activity, alternative assignments, and make up opportunities for coursework missed due to religious observances. Any accommodations granted under this policy shall be provided to students without prejudicial effect.~~

Consistent with the District's legal requirements, the District shall not discriminate against any student on the basis of a protected status or classification as identified by law, in its curricular, career and technical education, co-curricular, student services, recreational or other programs or activities, or in admission to or access to programs or activities offered by the District. This includes, but is not limited to, the following:

- Admission to any school, class, program, or activity;
- Standards and rules of behavior, including student harassment;
- Disciplinary actions, including suspensions and expulsions;
- Methods, practices and materials used for testing, evaluating and counseling students;
- Facilities;
- Opportunity for participation in athletic programs or activities; and
- School-sponsored food service programs.

Similarly, the District prohibits harassment based on a student's protected status. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student based on the student's protected status that:

- Places a student in reasonable fear of harm to their person or damage to their property;
- Has the effect of substantially interfering with a student's performance or opportunities;
or
- Has the effect of substantially disrupting the orderly operation of a school.

The District encourages informal resolution of complaints under this policy. A formal complaint procedure shall also be available to address allegations of violations that cannot be resolved informally.

Annually, the District shall provide public notice of this policy, the name and address of the designated staff member to receive complaints and the complaint procedures. Student nondiscrimination **and anti-harassment** statements shall also be included in staff and student handbooks, course selection handbooks and other published materials distributed to the public describing school activities and opportunities. This policy and its complaint procedure shall be published annually through the student information system or through direct email publication.

Any complaint regarding the interpretation or application of the District's student nondiscrimination **and anti-harassment** related policies shall be processed in accordance with the following procedures.

PLEASE NOTE: Discrimination complaints involving federal law violations (sex, race, color, national origin, handicap or disability) may be made directly at any time to the U.S. Office for Civil Rights - Region V, 401 South State Street, Chicago IL 60605-1292 and a student is not obligated to follow this informal complaint procedure for such complaints.

DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE

This Policy and procedure does not apply to claims of sexual harassment in accordance with Title IX. Such allegations will be addressed as specified in Board Policy 1710 – Nondiscrimination on the Basis of Sex in Education Programs or Activities. If a student believes they were subject to Title IX sexual harassment, they should contact the Title IX Coordinator(s), as described in Board Policy 1710 for purposes of filing a complaint.

Compliance Officer

The Chief of School Leadership shall serve as the District's anti-discrimination and anti-harassment Compliance Officer ("CO") and shall be responsible for facilitating any investigation of discrimination or harassment under this Policy. Any student who believes they have been subjected to discrimination or harassment, should file a complaint with the CO. The following individual is designated to serve as the District's Compliance Officer:

William Haithcock
Chief of School Leadership
3600 52nd Street
Kenosha, WI 53144
(262) 359-6267
whaithco@kUSD.edu

The District CO shall be responsible for coordinating the District's compliance efforts with this policy and state and federal law regulations relative to anti-discrimination and anti-harassment in the District's education programs.

Reporting Discrimination or Harassment

The District promotes the voluntary resolution of problems at the level of government closest to their source and, as such, encourages informal resolution of student discrimination **and harassment** complaints. Any request to informally resolve a complaint should be directed to the student's building principal. Upon receipt of a request to informally resolve a complaint the building principal shall notify the ~~Chief of School Leadership~~ **CO** within ~~three~~ **two (2)** school days. ~~If a complaint cannot be resolved informally, the Complainant may initiate a formal complaint as outlined below. An informal resolution of a complaint does not prohibit the filing of a formal complaint at any time.~~

Filing of a Formal Complaint FORMAL COMPLAINT PROCEDURE

~~The timelines governing the resolution of the formal complaint do not go into effect until the written complaint is received.~~

~~Step 1: Except as outlined in (a) and (b) below, a~~ To file a formal complaint, the Complainant shall present a signed written statement ~~of the complaint shall be signed and submitted by~~ to the CO ~~complainant to the Chief of School Leadership~~. The statement shall specify the nature of the alleged discrimination, the facts (including specific details and corresponding dates), the relief sought and the name, address and phone number of the Complainant. ~~The timelines governing the resolution of the formal complaint do not go into effect until the written complaint is received.~~

The CO shall acknowledge, in writing, the receipt of the formal complaint within two (2) business days. The Complainant's wishes with respect to whether the District investigates reported conduct will be considered, subject to applicable state and federal law. The Board reserves the right to investigate and resolve a complaint or report of discrimination/retaliation regardless of whether the Complainant pursues the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Investigation

The CO or their designee shall thoroughly and impartially investigate the discrimination and/or harassment complaint. Investigators may be staff members or independent contractors.

The CO shall notify the Respondent that a complaint has been received within five (5) business days. The Respondent will be informed about the nature of the allegations, be provided with a copy of this Policy. The Respondent will also be notified of the opportunity to submit a written statement.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of discrimination and/or harassment within a reasonably prompt time frame, not to exceed forty-five (45) calendar days. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO; and
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

Compliance Officer's Conclusion

After the CO thoroughly investigates the complaint, the CO shall provide a written conclusion to the Complaint within sixty (60) calendar days after receipt of the written formal complaint, unless the parties agree, in writing, to extend the timeline.

Appeal to the Superintendent

If the Complainant is not satisfied with the conclusion of the CO, a written appeal to the Superintendent may be submitted, indicating with particularity, the nature of the disagreement with the answer. This appeal must be filed within five (5) calendar days after receipt of the CO's answer. The Superintendent

or designee shall arrange a meeting with the Complainant, at a mutually agreeable time, to discuss the appeal. The Superintendent or designee shall, by certified mail, provide a written answer to the Complainant's appeal within ten (10) calendar days. The decision of the Superintendent shall be the final determination of the matter.

~~The Chief of School Leadership shall thoroughly investigate the complaint, notify the employees who have been accused of discrimination or harassment and permit them to respond to the allegation. Thereafter, the Chief of School Leadership shall arrange a meeting to discuss the complaint with the Complainant. The Chief of School Leadership shall, by certified mail, give a written answer to the complaint within 20 school days after receipt of the written complaint unless the parties agree in writing to extend the timeline.~~

a. ~~Discrimination complaints relating to the identification, evaluation, educational placement or the provision of free appropriate public education of a student with a disability under the Individuals with Disabilities Act shall be processed in accordance with established appeal procedures outlined in the District's Special Education Program and Procedure Manual.~~

b. ~~Discrimination complaints relating to programs specifically governed by federal law or~~

c. ~~regulation (e.g., Title 34, Code of Federal Regulations (CFR), Parts 75-79, 81 to~~

d. ~~86 and 97-99, "EDGAR complaints" or 20 USC § 1400 et. seq., "IDEA complaints") may be referred directly to the State Superintendent of Public Instruction.~~

~~**Step 2:** If the complainant is not satisfied with the answer of the Chief of School Leadership, a written appeal to the Superintendent may be submitted indicating with particularity the nature of disagreement with the answer. The appeal must be filed within 10 calendar days after receipt of the Chief of School Leadership's answer. The Superintendent or designee shall arrange a meeting with the complainant at a mutually agreeable time to discuss the appeal. The Superintendent or designee shall, by certified mail, give a written answer to the complainant's appeal within 20 working days.~~

~~**Step 3:** If the complainant is not satisfied with the answer of the Superintendent or designee, an appeal may be filed with the School Board by submitting a written appeal to the Superintendent within 10 calendar days after receipt of the Superintendent or designee's answer. The Board shall, within 20 calendar days, conduct a hearing at which time the complainant shall be given an opportunity to present the complaint. The Board shall give, by certified mail, a written answer to the complaint within 10 working days following the completion of the hearing. The determination of the Board shall be based upon a reasonable consideration of the facts allegedly constituting a violation as presented in the complaint. If it is determined that a violation has occurred, the Board shall take appropriate steps to ensure compliance with state and federal laws and Board policy. If the Board denies the appeal, the complainant will be notified of their right to appeal the decision to the State Superintendent.~~

APPEAL TO THE STATE SUPERINTENDENT

~~**Step 4:** If a Complainant wishes to appeal the Board's Superintendent's denial of an appeal decision, there is the right to appeal the decision to the State Superintendent within thirty (30) calendar days of the written notification of the Board's decision. The appeal must specify the grounds upon which the action was brought, the facts and the relief sought, and must be signed by the Complainant. If the Complainant is a minor, the appeal shall also be signed by his/her parent or guardian. Appeals should be addressed to: State Superintendent, Wisconsin Department of Public Instruction, 125 S. Webster Street, P.O. Box 7841, Madison, WI 53707-7841.~~

NONDISCRIMINATION OF STUDENTS WITH DISABILITIES NON RETALIATION

Pursuant to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, students with disabilities may not be discriminated against on the basis of their disability and they shall be provided with a free appropriate public education regardless of the nature or severity of their disability. Students may be considered disabled under this policy even if they are not covered under the District's special education policies and procedures.

Students with disabilities may also require reasonable accommodations. Requests for accommodations shall be made in writing and approved by the building principal after approval from Administration. Accommodations may include, but not necessarily be limited to, exclusion from participation in an activity, alternative assignments, and make up opportunities for coursework missed due to religious observances. Any accommodations granted under this policy shall be provided to students without prejudicial effect.

Discrimination complaints relating to the identification, evaluation, educational placement or the provision of free appropriate public education of a student with a disability under the Individuals with Disabilities Act shall be processed in accordance with established appeal procedures outlined in the District's Special Education Program and Procedure Manual.

Discrimination complaints relating to programs specifically governed by federal law or regulation (e.g., Title 34, Code of Federal Regulations, Parts 75-79, 81-86, and 97-99, "EDGAR complaints" or 20 USC § 1400 et seq., "IDEA complaints" may be referred directly to the State Superintendent of Public Instruction.

REMEDIAL ACTION

In situations where discrimination and/or harassment has been substantiated, appropriate remedial action shall be identified and implemented on behalf of the Complainant. Remedial actions may include, but shall not be limited to counseling services, reinstatement of paid leave allotments utilized as a result of the harassment, workplace modifications, or other appropriate action.

The CO shall ensure follow up with the Complainant to ensure no further discrimination, harassment, or retaliation has occurred and to take further necessary and appropriate action to promptly address any recurrences.

RETALIATION PROHIBITED

The District prohibits retaliation against individuals who report or participate in an investigation of discrimination **or harassment**. Individuals engaging in prohibited retaliatory behavior are subject to disciplinary action, **as described in this policy**.

DISCIPLINARY ACTION FOR VIOLATIONS OF THIS POLICY

The District shall vigorously enforce this policy and its prohibition against discrimination, harassment, or retaliation through action appropriate and reasonably calculated to end discrimination, harassment, or retaliation, prevent recurrence, and remedy its effects. If it is determined that **discriminatory, harassing, or retaliatory conduct by a student** occurred, the ~~school-district-administration~~ District may take disciplinary action, including but not limited to: counseling, detention, suspension, expulsion and/or referral to law enforcement officials for possible legal action, as appropriate.

If it is determined that discriminatory, harassing, or retaliatory conduct by a District employee occurred, the District may take disciplinary action including but not limited to a formal reprimand, a demotion or other disciplinary reassignment, suspension from work, contract nonrenewal, termination of employment, or restrictions on permission to be present on District property or at certain District-

sponsored events

Student support staff will provide support services for all students involved in the incident as deemed necessary and appropriate. **Any individual making a knowingly false accusation regarding discrimination or harassment will likewise be subject to disciplinary action in accordance with Board Policy and the Code of Classroom Conduct.**

MAINTENANCE OF COMPLAINT RECORDS/RECORDKEEPING

Records shall be kept of all student discrimination complaints for the purpose of documenting compliance. The records shall **be kept for seven (7) years and shall** include information on all levels of the complaint and any appeals. The records should include:

1. The name of the Complainant and their title or status.
2. The date the complaint was filed.
3. The specific allegation made, and any corrective action requested by the complaint.
4. The name(s) of the Respondents.
5. The levels of processing followed, and the resolution, date and decision-making authority at each level.
6. A summary of facts and evidence presented by each party involved.
7. A statement of the final resolution and the nature and date(s) of any corrective or remedial action taken.

CONFIDENTIALITY

The District will keep confidential the identity of any individual who has made a report or filed a formal complaint alleging discrimination or harassment, including any Complainant, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act and its implementing regulations and Wisconsin's Pupil Records Law, or as required by any state or other federal law, or to carry out the purposes of the state or federal regulations.

TRAINING

The District will provide training to all individuals regarding discrimination and harassment. The District will also provide additional training to all staff responsible for implementing this policy

LEGAL REF.: Wisconsin Statutes Section 118.13 [Student discrimination prohibited] Wisconsin Administrative Code PI 9 [Student nondiscrimination policies/discrimination complaint procedures required]
Wisconsin Administrative Code PI 41 [Accommodating a student's religious beliefs policy required]
Title IX, Education Amendments of 1972 [Sex discrimination prohibited]
Title VI, Civil Rights Act of 1964 [Race, color and national origin discrimination prohibited]
Section 504 of the Rehabilitation Act of 1973 [Handicap discrimination prohibited]
Americans with Disabilities Act of 1990 [Disability discrimination prohibited]
Individuals with Disabilities Education Act [Accommodating needs of disabled children]

CROSS REF.: Policy 3280, Student Fees
Policy 5111, Anti-Bullying/Harassment/Hate
Policy 5110.2 Nondiscrimination Guidelines Related to Students Who Are

Transgender and Students Nonconforming to Gender Role Stereotypes

Policy 5341, Released Time for Religious Instruction Policy 5440, Married Students and School-Age Parents Policy 6230, Ceremonies and Observations

Policy 6330, Privacy Rights in District Programs Policy 6421, Services for Students with Disabilities Policy 6810, Teaching about Controversial Issues

Policy 1710 Nondiscrimination on the Basis of Sex in Education Programs or Activities

Section 504 Educational Program Plan

Special Education Program and Procedure Manual

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: September 24, 1991

REVISED: March 22, 1994
November 28, 1995
July 10, 2001
December 10, 2019
November 17, 2020
September 27, 2022

POLICY 5110.2

NONDISCRIMINATION GUIDELINES RELATED TO
STUDENTS WHO ARE TRANSGENDER AND STUDENTS
NONCONFORMING TO GENDER ROLE STEREOTYPES

The following guidelines relate to students who are transgender and students who do not conform to gender role stereotypes. This guideline serves two important purposes. First, significant portions of the guidelines facilitate compliance with the District's legal obligations. Under many circumstances, an individual's transgender or gender nonconforming status serves as a basis for legal rights and protections. Second, even where specific actions may not be required by applicable law, these guidelines are intended to further the District's local goals concerning the creation and maintenance of positive and supportive environments that appropriately provide for the education, safety, and welfare of all students.

SCOPE

These guidelines are intended to apply to students on all District grounds, in all District buildings, and in all District educational environments, including any property or vehicle owned, leased or used by the school district. This includes public transportation used by District students to go to or from school. Educational environments include, but are not limited to, non-District buildings or grounds used in connection with school-sponsored activities. While the guidelines established in this rule provide important direction to District employees, students, school families, and other persons, the guidelines do not anticipate every situation that might occur with respect to students who are transgender or gender nonconforming. When an issue or concern arises that is not adequately addressed by these guidelines arise, an individual may ask the Title IX coordinator for clarification. Any such request will be assessed on an individualized basis with consultation with parents/guardians where appropriate, and a response shall be provided within fifteen (15) **school days** after being presented to the Title IX coordinator.

GUIDELINES

1. Definitions.

The definitions below are not intended to label students but rather to assist in understanding these guidelines and the expectations of staff in complying with District policies and legal requirements. Students might or might not use these terms to describe themselves.

Agender: A term that describes a person who does not identify with any gender.

Cisgender: A term that describes a person whose gender identity aligns with the sex assigned to them at birth.

Coming Out: The process in which a person first acknowledges, accepts and appreciates their sexual orientation or gender identity and begins to share that with others.

Gender: A person's internal sense of self as male, female, both or neither (gender identity), as well as one's outward presentation and behaviors (gender expression). Gender norms vary among cultures and over time.

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Gender-expansive: An umbrella term used for individuals that broaden their own culture's commonly held definitions of gender, including expectations for its expression, identities, roles, and/or other perceived gender norms. Gender-expansive individuals include those with transgender and non-binary identities, as well as those whose gender in some way is seen to be stretching society's notions of gender.

Gender Expression: How a person expresses their gender through outward presentation and behavior. This includes, for example, a person's clothing, hairstyle, body language and mannerisms.

Gender Fluid: People who have a gender or genders that change. Gender fluid people move between genders, experiencing their gender as something dynamic and changing, rather than static.

Gender Identity: An internal, deeply felt sense of being male, female, a blend of both or neither—how individuals perceive themselves and what they call themselves. One's gender identity can be the same as or different from their sex assigned at birth.

Gender Spectrum: The broad range along which people identify and express themselves as gendered beings or not.

Genderqueer: People that typically reject the binary categories of gender, embracing a fluidity of gender identity. People who identify as "genderqueer" may see themselves as being both male and female, neither male nor female or as falling completely outside these categories.

Gender Transition: The process by which some people strive to more closely align their outward identity with the gender they know themselves to be. To affirm their gender identity, people may go through different types of transitions.

Social transition: This can include a name change, change in pronouns, and/or change in gender expression (appearance, clothes, or hairstyle).

Legal transition: The process of updating identity documents, such as birth certificates and drivers' licenses, to reflect a person's authentic gender and name.

Medical transition: For adolescents in the early stages of puberty, this may include the use of puberty blockers to pause puberty. Medical supports may also include gender-affirming hormones to foster secondary sex characteristics (such as breasts, facial hair, and laryngeal prominence, or an "Adam's apple") that are aligned with the teen's gender identity. Some adults may undergo gender-affirmation surgeries.

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LGBTQ+: An acronym for lesbian, gay, bisexual, transgender, queer and/or questioning. Additions to this acronym can include A, for “asexual” or “ally,” and I, for “intersex.”

Non-binary: An umbrella term for gender identities that are not necessarily boy/man or girl/woman. People who identify their gender as non-binary may feel they have more than one gender, don’t identify with a specific gender, or something else altogether.

Outing: Exposing someone’s sexual orientation or gender identity to others without their permission.

Queer: A term some people use to identify themselves with a flexible and inclusive view of gender and/or sexuality. Also used interchangeably with LGBTQ+ to describe a group of people such as “queer youth.” It is also seen in academic fields, such as queer studies or queer theory. Historically it has been used as a negative term for LGBTQ+ people. Some people still find the term offensive while some embrace the term as an identity.

Sexual Orientation: Describes a person’s emotional, romantic, or sexual attraction to other people. Some examples of sexual orientations are gay, lesbian, bisexual, asexual or pansexual.

Sex Assigned at Birth: This is generally determined by external genitalia at birth— female, male, or intersex.

Transgender or Trans: A term used to describe people who identify as a different gender from the sex they were assigned at birth. Being transgender does not imply any specific sexual orientation; transgender people may identify as straight, gay, lesbian, bisexual, etc.

Transphobia: The fear or hatred of, or discomfort with, transgender people.

2. Discrimination, Harassment and Bullying

The District prohibits all forms of discrimination against any transgender student or any student who does not conform to gender role stereotypes. Further, existing District policies that prohibit the harassment and bullying of students apply to any such actions that are based on a student’s actual or perceived transgender status or gender nonconformity. This includes ensuring that any incident or complaint of discrimination, harassment, or bullying is given prompt attention, including taking appropriate corrective and/or disciplinary action. Complaints alleging discrimination, harassment or bullying based on a person’s actual or perceived transgender status or gender nonconformity are to be handled in the same manner as other discrimination, harassment, or bullying complaints. See Policy 5110.1, **Policy 1710**, and Policy 5111.

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3. Restroom and Locker Room Accessibility

In most cases, a student who is transgender will be permitted to access the men's/women's segregated restrooms that correspond to the gender identity that the student consistently asserts at school and in other social environments. Any student who has a need or desire for increased privacy, regardless of the underlying reason, may be provided with access to a single-access restroom where such a facility is reasonably available, but no student shall be required to use such a restroom because of the student's transgender or gender nonconforming status.

If a transgender student makes any request regarding the use of locker rooms or any similar type of changing area, the request shall be assessed on a case-by-case basis with the goals of: (a) facilitating the transgender student's access to the District's physical education curriculum and other relevant programs; (b) ensuring adequate student privacy and safety; and (c) minimizing stigmatization of the transgender student. The physical layout of the facility and the degree of undress required when changing for the applicable activity are examples of factors that will be considered in making the arrangements. There is no absolute rule that, in all cases, will require a transgender student to access and use only the locker rooms and other changing areas that correspond to the biological sex that the student was assigned at birth. Requests regarding the use of locker rooms or any similar type of changing area should be addressed to the building principal. The building principal shall inform the Title IX coordinator of the request and the principal and Title IX coordinator shall consult with the Superintendent to develop a response that addresses how the use of locker rooms or any similar type of changing area will be established for that student in that building. The response shall be provided within fifteen (15) school days. This deadline may be extended for good cause with notice to the requestor.

Any student who has a need or desire for increased privacy, regardless of the underlying reason, may be provided (to the extent reasonably available) with a reasonable alternative changing area (for example, a nearby restroom stall with a door, an area separated by a curtain, a physical education teacher's office in the locker room, or a nearby single-access restroom) or provided with an alternative changing schedule. Any alternative arrangement should be provided in a way that gives adequate consideration to relevant privacy concerns.

These guidelines related to restrooms and changing areas generally assume that a student has a special concern or is in some way uncomfortable with consistently using the facilities that correspond to the biological sex that the student was assigned at birth. However, all students have the option of consistently accessing the facilities that correspond to the biological sex that the student was assigned at birth. Accordingly, the District's willingness to address individualized concerns and requests that relate to restroom and changing area access does not mean that any student is required to establish an individualized arrangement or plan with the school.

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4. Participation in Physical Education Classes and Sports Activities

A student who is transgender shall be permitted to participate in physical education classes and intramural sports in a manner consistent with the gender identity that the student regularly asserts at school and in other social environments.

Students who are transgender shall be permitted to participate in interscholastic athletics in a manner consistent with the requirements and policies of the Wisconsin Interscholastic Athletics Association (WIAA).

5. Dress Codes

Within the constraints of the District's dress code policy and dress codes adopted by the school, students may dress in accordance with their gender identity. School personnel shall not enforce a dress code more strictly against transgender and gender nonconforming students than other students.

LEGAL REFERENCES: Wis. Stat. § 118.13 [Student discrimination prohibited]
Wis. Admin. Code PI 9 [Student nondiscrimination policies/discrimination
complaint procedures required]
Title IX, Education Amendments of 1972 [Sex discrimination prohibited]
Title VI, Civil Rights Act of 1964 [Race, color and national origin
discrimination prohibited]

CROSS REFERENCES: Policy 5110.1 - Student Equal Opportunity, Non-Discrimination
and Anti-Harassment in Education
Policy 5111 - Bullying
Policy 1710 - Nondiscrimination on the Basis of Sex in Education
Programs or Activities

APPROVED/AFFIRMED: November 17, 2020

REVISED: September 27, 2022

NEW POLICY

POLICY 4111.1 EMPLOYEE DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE

The Kenosha Unified School District seeks to provide fair and equal employment opportunities and to maintain a professional work and academic environment comprised of people who respect one another and who believe in the district's high ideals. Discrimination and harassment are forms of misconduct that undermines the integrity of the District's employment and academic relationships. All employees and students must be allowed to work and learn in an environment that is free from discrimination and harassment. See Board Policy 4110 – Equal Opportunity and Affirmative Action, Board Policy 4111 – Employee Anti-Harassment.

This Policy and procedure does not apply to claims of sexual harassment in accordance with Title IX. Such allegations will be addressed as specified in Board Policy [XXX]. If an employee believes they were subject to Title IX sexual harassment, they should contact the Title IX Coordinator(s), as described in Board Policy 1710.

COMPLIANCE OFFICER

The Chief Human Resource Officer shall serve as the District's anti-discrimination and anti-harassment Compliance Officer ("CO") and shall be responsible for facilitating any investigation of discrimination or harassment under this Policy. Any District employee who believes they have been subjected to discrimination or harassment should file a complaint with the CO. The following individual is designated to serve as the District's Compliance Officer:

Kevin Neir
Chief of Human Resources
3600 52nd Street
Kenosha, WI 53144
(262) 359-7376
kneir@kUSD.edu

The District's CO shall be responsible for coordinating the District's compliance efforts with this policy and state and federal law and regulations relative to anti-discrimination and anti-harassment in the workplace.

DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE

Reporting Discrimination or Harassment

Anyone believing that they have been discriminated against or harassed contrary to Policy 4110 and/or Policy 4111 should contact the CO to discuss their concerns with the CO or direct supervisor. Any person may report such incidents to the CO in person, by mail, by electronic mail,

by phone, by electronic submission by using the contact information provided. Further, all District employees who observe incidents of harassment shall report such incidents to the CO within two (2) business days. If the incident involves the CO, the report should be made to the District Superintendent. If the concern is not informally resolved at this level, the Complainant should file a written formal complaint with the CO.

Complaints relative to sexual harassment are covered by Board Policy 1710 – Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Filing of a Formal Complaint

To file a formal complaint, the Complainant shall present, in writing, the specific nature of the alleged discrimination or harassment and corresponding date(s), names of those who may have witnessed the alleged discrimination or harassment, and the name, address, and phone number of the Complainant. The CO shall acknowledge, in writing, the receipt of the complaint within two (2) business days. The Complainant's wishes with respect to whether the District investigates reported conduct will be considered, subject to applicable state and federal law. The Board reserves the right to investigate and resolve a complaint or report of discrimination/retaliation regardless of whether the Complainant pursues the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

If the Respondent is a District employee, the District may place the Respondent on administrative leave during the pendency of the complaint process.

Investigation

The CO or their designee shall thoroughly and impartially investigate the discrimination and/or harassment complaint. Investigators may be staff members or independent contractors.

The CO shall notify the Respondent that a complaint has been received within five (5) business days. The Respondent will be informed about the nature of the allegations, be provided with a copy of Policy 4111 (harassment) and Policy 4110 (discrimination and will also be provided with this Policy. The Respondent will also be notified of the opportunity to submit a written statement.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of discrimination and/or harassment within a reasonably prompt time frame, not to exceed forty-five (45) calendar days. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO; and
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

Compliance Officer's Conclusion

After the CO thoroughly investigates the complaint, the CO shall provide a written conclusion to the Complaint within sixty (60) calendar days after receipt of the written formal complaint, unless the parties agree, in writing, to extend the timeline.

Appeal to the Superintendent

If the Complainant is not satisfied with the conclusion of the CO, a written appeal to the Superintendent may be submitted, indicating with particularity, the nature of the disagreement with the answer. This appeal must be filed within five (5) calendar days after receipt of the CO's answer. The Superintendent or designee shall arrange a meeting with the Complainant, at a mutually agreeable time, to discuss the appeal. The Superintendent or designee shall, by certified mail, provide a written answer to the Complainant's appeal within ten (10) calendar days. The decision of the Superintendent shall be the final determination of the matter.

OTHER AVAILABLE REMEDIES

Nothing in these procedures shall interfere with or preclude persons from filing a complaint directly, or on appeal, with designated agencies as authorized by state and federal laws (*e.g.*, U.S. Office of Civil Rights, Equal Rights Division of the Department of Workforce Development, or the U.S. Equal Employment Opportunity Commission) and/or with courts having proper jurisdiction.

REMEDIAL ACTION

In situations where discrimination and/or harassment has been substantiated, appropriate remedial action shall be identified and implemented on behalf of the Complainant. Remedial actions may include, but shall not be limited to counseling services, reinstatement of paid leave allotments utilized as a result of the harassment, workplace modifications, or other appropriate action.

The CO shall ensure follow up with the Complainant to ensure no further discrimination, harassment, or retaliation has occurred and to take further necessary and appropriate action to promptly address any recurrences.

RETALIATION PROHIBITED

The District prohibits retaliation against individuals who report or participate in an investigation of discrimination or harassment. Individuals engaging in prohibited retaliatory behavior are subject to disciplinary action. If it is determined that retaliatory conduct occurred, the District may take disciplinary action, including but not limited to, a formal reprimand, a demotion or other disciplinary reassignment, suspension from work, contract nonrenewal, termination of employment, or restrictions on permission to be present on District property or at certain District-sponsored events.

DISCIPLINARY ACTION FOR VIOLATIONS OF THIS POLICY

The Board shall vigorously enforce this policy and its prohibition against discrimination, harassment, and retaliation through action appropriate and reasonably calculated to end the discrimination, harassment, or retaliation, prevent recurrence, and remedy its effects. District employees found to have engaged in unlawful discrimination or harassment under this Policy are subject to disciplinary action, up to and including discharge from employment, in accordance with Board policy and applicable state and federal law. Any individual making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action in accordance with Board Policy.

If the investigation results in disciplinary action, the District employee subject to discipline is entitled to file a grievance pursuant to Board Policy 4271.

CONFIDENTIALITY

The District will keep confidential the identity of any individual who has made a report or filed a formal complaint alleging discrimination or harassment, including any Complainant, any Respondent, and any witness, except required by any state or other federal law, or to carry out the purposes of the state or federal regulations.

TRAINING

The District will provide training to all individuals implementing the procedures set forth in complaint procedure.

RECORDKEEPING

The District will maintain all records required by state and federal law which have been created or obtained in response to a report or a formal complaint of discrimination or harassment for seven (7) years.

LEGAL REF: Wisconsin Statutes Sections 111.31-111.395 (Fair employment standards – employment discrimination); 118.195 (Handicapped teacher discrimination); 118.20 (teacher discrimination, including sexual harassment).
Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (Race, color, national origin discrimination; general employment discrimination)
Title IX, Education Amendments of 1972 (Sex discrimination) Section 504, Rehabilitation Act of 1973 (Handicap discrimination) Age Discrimination Act of 1975 (Age discrimination)
Age Discrimination in Employment Act of 1967 (Age discrimination)
Pregnancy Discrimination Act (Pregnancy, childbirth or related medical conditions discrimination)
Immigration Control and Reform Act of 1986 (Citizenship discrimination)
Americans with Disabilities Act of 1990, as amended by the ADAAA

(Disability discrimination)
Civil Rights Act of 1991 (Penalties for discrimination law violations)
Equal Employment Opportunities Commission Guidelines (29 C.F.R. – Part
1604.11) (Employee sexual harassment)

CROSS REF.: Policy 4110 - Equal Employment Opportunity and Affirmative Action
Employee Handbook
Policy 4111 – Employee Anti-Harassment
Policy 4271 – Employee Complaint (Grievance)
Policy 1710 – Nondiscrimination on the Basis of Sex in Education Programs or
Activities

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: September 27, 2022

NEW POLICY

POLICY 1710 NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES (TITLE IX)

The Kenosha Unified School District (the “District”) does not discriminate on the basis of sex in any of its education programs or activities and it complies with Title IX of the Education Amendments Act of 1972 (“Title IX”) and its implementing regulations, concerning any individual in the District’s education programs and activities. Pursuant to the District’s Title IX obligations, the District prohibits sexual harassment that occurs within its education programs and activities. The District is further committed to eliminating sexual harassment by taking appropriate action to determine whether sexual harassment has occurred, and if it has, to provide persons who have experienced sexual harassment with supportive measures as reasonably necessary to restore or preserve access to the District’s education programs and activities. The District is committed to responding to Title IX sexual harassment or allegations of sexual harassment in a prompt manner that is not deliberately indifferent under circumstances in which the federal regulations deem the District to have actual knowledge of such sexual harassment.

The process and procedures described herein apply exclusively to reports and complaints brought under this Policy.

TITLE IX SEXUAL HARASSMENT PROHIBITED

An individual, including a District employee or agent, a District student, or other third party, engages in Title IX sexual harassment whenever that individual engages in conduct on the basis of another individual’s sex that satisfies one or more of the following:

- A. A District employee conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (“*quid pro quo*”);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
- C. “Sexual assault” as defined in 20 U.S.C. § 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. § 12291(a)(10), “domestic violence” as defined in 34 U.S.C. § 12291(a)(8), or “stalking” as defined in 34 U.S.C. § 12291(a)(30).
 - 1. “Sexual assault” means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

- a. *Rape* is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.
 - b. *Sodomy* is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - c. *Sexual Assault with an Object* is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An “object” or “instrument” is anything used by the offender other than the offender’s genitalia.
 - d. *Fondling* is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - e. *Incest* is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
 - f. *Statutory Rape* is sexual intercourse with a person who is under the statutory age of consent as defined by Wis. Stat. §§ 948.02 or 948.09, or whose status as a student prohibits such sexual contact per Wis. Stat. §948.095.
 - g. *Other Sexual Contact* includes the intentional emission of bodily fluids on the complainant, or at the direction of the Respondent, for the purposes of sexual gratification as defined in Wis. Stat. § 940.225(5)(b).
2. “Domestic violence” includes felony or misdemeanor crimes of violence committed by:
- a. A current or former spouse or intimate partner of the victim;
 - b. A person with whom the victim shares a child in common;
 - c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;

- d. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
 - e. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.
- 3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 - 4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

Examples of sexual harassment include, but are not limited to, touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, spreading rumors related to a person's alleged sexual activities, rape, and sexual abuse.

This Policy does not apply to sexual harassment that occurs off District property and outside the scope of the District's education programs or activities or sexual harassment that occurs outside of the United States.

DEFINITIONS

Actual Knowledge refers to notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator(s), any District official who has authority to institute corrective measures on behalf of the District, or any employee.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Consent refers to words or actions that a reasonable person could understand as an agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is incapable of giving consent.

Day(s) Unless otherwise specifically stated herein, "day(s)" means calendar days.

Education program or activity refers to all operations of the District over which the District exercises substantial control over both the Respondent and the context in which the alleged sexual harassment occurs.

Eligible student means an individual who is participating in or attempting to participate in an education program or activity of the District.

Exculpatory evidence is evidence that tends to clear or excuse a Respondent from allegations of sexual harassment.

Formal complaint means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation(s).

Inculpatory evidence is evidence that tends to establish a Respondent's responsibility for alleged sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, additional supervision or planned accompaniment, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security, supervision, monitoring of certain areas of school grounds, and other similar measures.

Third parties include, but are not limited to, guests and visitors on District property, vendors doing business with or seeking to do business with the District or the School Board, and other individuals who come in contact with members of the District community at school-related events or activities.

Title IX Coordinator is the individual responsible for coordinating the District's efforts to comply with its obligations under Title IX and Title IX regulations. This policy will refer to the "Title IX Coordinator" in the singular form. The District has two designated Title IX Coordinators, and the singular term as used throughout this policy can mean either of the coordinators. The Title IX Coordinators are:

Julie Housaman
Chief of Academics
3600 52nd Street
Kenosha, WI 53144
(262) 359-6311
jhousama@kUSD.edu

William Haithcock
Chief of Schools
3600 52nd Street
Kenosha, WI 53144
(262) 359-6008
whaithco@kUSD.edu

MAKING A REPORT

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other District employee with whom the person feels comfortable reporting the allegations to, in person, by mail, by telephone, or by electronic mail. If the report is made to a District employee, they shall forward the report to the Title IX Coordinator within two (2) days. Any District employee who fails to do so may be disciplined, up to and including discharge.

In the event that the Title IX Coordinator is the individual alleged to have engaged in sexual harassment, report may be submitted to the Superintendent or another District employee, who will notify the Superintendent of the report or complaint. In such cases, the Superintendent shall serve as the Title IX Coordinator for the purposes of addressing that specific report or complaint.

REVIEWING REPORTED SEXUAL HARASSMENT

When a report of sexual harassment is made, the Title IX Coordinator and/or designee will contact the Complainant within two (2) days to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint.

If the Complainant does not file a formal complaint, the Title IX Coordinator has the authority to sign a formal complaint and trigger the District's Title IX grievance process if: (1) the Complainant is not an eligible student and therefore is ineligible to file a formal complaint, or (2) the Complainant chooses not to file a formal complaint but the Title IX Coordinator finds that the District's interests are substantial enough that the matter should be investigated and resolved through the grievance process without the Complainant's direct cooperation. Upon signing a formal complaint, the Title IX Coordinator does not become a complainant or a party to the complaint, and any Complainant who is identified in relation to the allegations retains their status as a Complainant in connection with the grievance process.

Further, the Title IX Coordinator will analyze the report to determine whether the allegations implicate another or additional District or Board policy, which would require another or additional processes. These policies include 4111 – Employee Anti-Harassment, 5110.1 – Student Equal Opportunity and Non-discrimination in Education, 5110.2 – Nondiscrimination Guidelines Related to Students Who Are Transgender and Students Nonconforming to Gender Role Stereotypes, 5111 – Bullying, 5540 – Abuse/Neglect, and 4112 – Violence in the Workplace.

The Title IX Coordinator may also remove a student Respondent from the District's education program or activity on an emergency basis if the Title IX Coordinator finds that the Respondent poses an immediate threat to the physical health or safety of any student or other individual involved after conducting an individualized safety and risk analysis. If the Respondent is a non-student District employee, the District may place the Respondent on administrative leave during the pendency of the grievance process. If the Respondent is a third-party, the District retains broad discretion to prohibit such persons from District property at any time and for any reason. Any such

emergency removal will be in accordance with all relevant District Policies and all relevant state and federal law.

FORMAL TITLE IX COMPLAINT GRIEVANCE PROCESS

Before beginning the grievance process, the Title IX Coordinator will consider whether there is a basis for dismissal of the formal complaint or any of the specific allegations. This determination may also be made while the formal complaint is pending. The following scenarios warrant either mandatory dismissal or permissive dismissal.

- A. The formal complaint or specific allegations in the formal complaint must be dismissed if the conduct alleged in the formal complaint:
 - 1. Would not constitute sexual harassment as defined under Title IX even if proved;
 - 2. Did not occur within the District's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The formal complaint or specific allegations in the formal complaint may be dismissed if any of the following apply:
 - 1. The Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the formal complaint or any allegations therein; or
 - 2. The Respondent is no longer enrolled in the District or no longer employed by the District;
 - 3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination.

If the formal complaint is dismissed, the Title IX Coordinator or their designee will promptly send written notice of dismissal and the reasons for dismissal to all parties. This decision may be appealed through the appeal process described in this policy.

If the formal complaint is not dismissed, the District's Title IX grievance process must be initiated. At a minimum, the District's grievance process shall:

- A. Treat Complainants and Respondents equitably by providing remedies to a Complainant where the Respondent is determined to be responsible for sexual harassment and by following a grievance process that complies with Title IX before the imposition of any disciplinary sanctions or other actions against a Respondent.
- B. Require an objective evaluation of all relevant evidence and provide that credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.
- C. Require that any person designated by the District as a Title IX Coordinator, investigator, decision-maker, or informal process facilitator not have any conflict of interest or bias for or against the Complainant or Respondent or complainants or respondents generally.

- D. Require that any person designated by the District as a Title IX Coordinator, investigator, decision-maker, or informal process facilitator receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process, and how to serve impartially.
- E. Require that any person designated by the District as an investigator receive training on issues of relevance to produce an investigative report that fairly summarizes relevant evidence.
- F. Require that any person designated by the District as a decision-maker receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.
- G. Include a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- H. Include reasonably prompt timeframes for conclusion of the grievance process.
- I. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
- J. Base all decisions on the preponderance of evidence standard, which means the evidence must show that sexual harassment more likely than not did occur and more likely than not the Respondent committed the sexual harassment at issue.
- K. Include the procedures and permissible bases for the Complainant and Respondent to appeal.
- L. Describe the range of supportive measures available to Complainants and Respondents.
- M. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

The District will seek to conclude the grievance process, which includes an investigation and determination of responsibility, within ninety (90) calendar days of receipt of the formal complaint. The grievance process may be followed by an appeal process which will be conducted in a timely manner as described in this policy.

Informal Resolution

At any point after a formal complaint has been filed but before reaching a determination of responsibility under the full grievance process, the District may ask the parties if they wish to consider addressing the situation through an informal resolution process facilitated by the District. Informal resolution shall be strictly voluntary. Informal resolution will not be an option if the

formal complaint includes allegations that a District employee or third-party adult sexually harassed a student or allegations of sexual assault.

The informal resolution process allows the parties to attempt a resolution of the formal complaint without a full investigation and determination of responsibility. Both the Complainant and Respondent must agree to informal resolution and provide voluntary written consent. If the informal resolution is not successful, the District will complete the full investigation and adjudication of the formal complaint under the grievance process.

Investigation

During the investigation, both parties have the right to present witnesses, present inculpatory and exculpatory evidence, and have others present during any grievance proceeding. Both parties have the right to inspect and review any evidence obtained as part of the investigation.

The investigator is tasked with completing an investigative report which fairly summarizes all relevant evidence. Prior to the completion of the investigative report, the investigator will send each party all evidence subject to inspection and the parties will have ten (10) days to review and submit a written response if they choose. The investigator will consider any written response when completing the final investigative report which will be provided to the decision-maker.

Determination of Responsibility

The Title IX Coordinator will appoint a decision-maker to then issue a determination of responsibility. After the investigator provides the decision-maker with the report, the decision-maker will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide the party or witness with the questions, and allow for additional time for limited follow-up questions. The decision-maker will then issue a written determination regarding responsibility.

The written determination regarding responsibility will include all of the following:

- A. Identification of the allegations potentially constituting sexual harassment under Title IX;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of the relevant legal standards and the District's code of conduct (i.e., District policies and rules that apply to the party in question); and
- E. A statement of, and rationale for, the result as to each allegation, including all of the following:
 - 1. A determination regarding responsibility;

2. Any disciplinary sanctions the District imposes on the Respondent or, in cases where a particular disciplinary sanction is beyond the direct authority of the decision-maker, a statement of the disciplinary sanction(s) that the decision-maker is recommending as an appropriate consequence;
3. Whether the District will provide the Complainant with any remedies designed to restore or preserve the Complainant's equal access to the District's education program or activity;
4. The District's procedures and permissible bases for the Complainant and Respondent to appeal. If a formal complaint of Title IX sexual harassment also constitutes a complaint of pupil discrimination under Wis. Admin. Code PI ch. 9, the District may also use this notice to inform the Complainant of their right to appeal any adverse final determination of their complaint under state law to the State Superintendent of Public Instruction (DPI), as well as the procedures for making such an appeal to DPI.
5. The decision-maker or a designee acting on his/her behalf must provide the written determination to the parties simultaneously.
6. Disciplinary sanctions and any remedies that could not be offered as supportive measures shall not be enforced until the determination of the complaint becomes final.

APPEAL

Both parties have the right to file a written appeal from a determination regarding responsibility or from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein. A written appeal must be filed with the Title IX Coordinator within five (5) days of the determination regarding responsibility. An appeal may be based on any of the following and must have affected the outcome of the matter:

- A. A procedural irregularity;
- B. New evidence that was not reasonably available at the time the determination regarding responsibility was made;
- C. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally, or the individual Complainant or Respondent; and
- D. The initial decision was substantively erroneous in that the facts did not adequately support the conclusion.

The appeal decision-maker will issue a written decision describing the result of the appeal and the rationale for that result. The determination of responsibility becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the appeal decision-maker's decision is delivered to the Complainant and the Respondent.

ENFORCEMENT

If an individual is found to be responsible for Title IX sexual harassment at the conclusion of the grievance process, the District may impose disciplinary sanctions which depend on the nature of the misconduct and the individual's status as an employee, student, or third-party.

Possible disciplinary sanctions available to students include, but are not limited to, suspension or expulsion from school consistent with Board Policies and Wis. Stat. § 120.13(1), suspension of eligibility to participate in co-curricular activities or other District-sponsored events. The District may also restrict or deny permission to be present on District property or at certain District-sponsored events or activities. This provision does not modify any student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Possible disciplinary sanctions available to District employees will be imposed in accordance with Board Policies and the Employee Handbook, and include, but are not limited to, a formal reprimand, a demotion or other disciplinary reassignment, suspension from work, contract nonrenewal, termination of employment, or restrictions on permission to be present on District property or at certain District-sponsored events.

Possible disciplinary sanctions available to third parties include, but are not limited to, suspension or termination of a District-authorized role (e.g., volunteer), termination or nonrenewal of third-party contracts, and restrictions on permission to be present on District property or at District-sponsored events or activities.

Any individual making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action in accordance with Board Policy and the Code of Classroom Conduct.

RETALIATION PROHIBITED

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Retaliation includes intimidation, threats, coercion, and discriminatory treatment. Complaints alleging retaliation may be filed according to the grievance procedures set forth under Board Policy 5110.1.

Any individual who retaliates against other for reporting or complaining of violations of this policy or for participating in any manner in this policy will be subject to disciplinary action, up to and including discharge, with regard to District employees, suspension and expulsion, with regard to students, and all remedies available to the Board, with regard to third parties.

Authority

The Board has the authority to appoint Title IX Coordinators, who have the responsibility of selecting appropriately trained individuals to carry out the requirements of Title IX and act as an investigator, advisor, informal resolution facilitator, decision-maker, or appeal decision-maker.

Confidentiality

The District will keep confidential the identity of any individual who has made a report or filed a formal complaint alleging Title IX sexual harassment, including any Complainant, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act and its implementing regulations, or as required by any state or other federal law, or to carry out the purposes of the federal Title IX regulations, including the conduct of any investigation, hearing, or judicial proceeding arising under the federal Title IX regulations.

Consolidation of Formal Complaints

The Title IX Coordinator may choose to consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Other Available Remedies

Nothing in this Policy precludes an individual from filing a criminal complaint with outside law enforcement agencies. Further, nothing within this Policy shall preclude individuals from filing a discrimination complaint or request for enforcement directly with the U.S. Department of Education's Office for Civil Rights, as authorized by federal law.

Notice

The District will provide notice of this policy by making it available on the District's website and each handbook that the District makes available to persons entitled to a notification.

Recordkeeping

The District will maintain all records required by state and federal law which have been created or obtained in response to a report or a formal complaint of sexual harassment for seven (7) years.

Training

The District will provide training to all appropriate individuals regarding sexual discrimination, sexual harassment, sexual violence, and Title IX. The District will also provide additional training to all staff responsible for implementing the complaint procedures. The District will make its training materials publicly available on its website and if a person is unable to access the District's website, the Title IX Coordinator will make the training materials available upon request for inspection by members of the public.

LEGAL REF.:	20 U.S.C. § 1681 et seq., Title IX of the Education Amendments Act of 1972
	20 U.S.C. § 1092(f)(6)(A)(v)
	34 U.S.C. § 12291(a)(10)
	34 U.S.C. § 12291(a)(8)
	34 U.S.C. § 12291(a)(30)
	Wis. Stat. § 111.32(13)
	Wis. Stat. § 118.13
	Wis. Stat. § 120.13(1)

REVISÉD:

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

August 23, 2022

**PROVISIONS GOVERNING THE TRANSPORTATION
OF STUDENTS ATTENDING PUBLIC AND PRIVATE
SCHOOLS FOR THE 2022-2023 YEAR**

The following provisions for the transporting of students attending public and private schools will become effective from and after the fifteenth day of August 2022. (These provisions relate to Board Policies 3511 and 3514)

Students Attending Public Schools

1. Pursuant to Wisconsin Statutes, transportation shall be provided to all students residing in the City of Kenosha, Village of Pleasant Prairie, and Town of Somers who live two or more miles from the public school to which they are assigned.
2. Pursuant to Wisconsin Statutes relating to transportation in areas of unusual hazards, transportation shall be provided to students of all elementary schools, 4k kindergarten through grade 5, who reside in the Village of Pleasant Prairie, Town of Somers (except elementary school students residing within the attendance areas of Forest Park, Grant, Strange, and Harvey Elementary Schools), and certain designated areas in the district as described below.
3. Transportation will be provided for all students residing in the corporate limits of the City of Kenosha and living west of Highway 31, with the exception of Nash Elementary students where safe walking conditions are available and for Bradford High School students where the only access road is Highway 31.
4. Transportation will be provided to students residing within the corporate limits of the City of Kenosha who attend 4k kindergarten through grade 5 of the elementary school located outside the corporate limits of the City of Kenosha.
5. Transportation will be provided for students who reside within the Bose Elementary School attendance area east of the Chicago and Northwestern Railroad tracks and for students who reside west of 22nd Avenue.

6. Transportation will be provided for students who reside within the Jeffery Elementary School attendance area on the south side of 89th Street, west of 22nd Avenue, and east of 39th Avenue and for students residing within the corporate limits of the City of Kenosha north of 85th Street and west of 39th Avenue.
7. Transportation will be provided to students residing within the Curtis Strange Elementary School attendance area north of 52nd Street until such time that the City of Kenosha will provide improved walking areas.
8. On a temporary basis, subject to annual review, transportation will be provided for students attending and residing within the Grant Elementary School attendance area south of Highway 142 and west of the old Chicago-Milwaukee North Shore Railroad right-of-way.
9. No transportation will be provided for students who are voluntarily enrolled in alternative programs, participating in part-time and full-time open enrollment programs, or participating in Recreation Department programs
10. Elementary students (grades 4k through 5) may be required to walk up to 1 mile to an authorized school bus pick-up point. Students in grades 6 through 12 may be required to walk up to 1 mile to a school bus pick-up point. Exceptions to these distances may occur in areas considered “unusually hazardous” and will be subject to approval by the Supervisor of Transportation.
11. Students supervised before and after school by a day care center located within the attendance area of the school may be bused to the school. The Superintendent will make recommendations to the Board relative to any exceptions to this policy.
12. Transportation will be provided to students attending the academy portion of Indian Trail High School, residing less than two miles from school, until such time that the City of Kenosha will provide improved walking areas and are in the attendance boundary of ITHS.
13. Students attending schools of choice are not provided transportation. Lakeview Technology Academy (LTA) students may request bus service to their boundary high school and ride a District provided shuttle bus from their boundary high school to LTA. Students are then shuttled back to their boundary high school for transportation rides home. (Note: Harborside will be allowed to use the boundary high school routes and take a shuttle to and from Harborside so long as Harborside continues to pay for their transportation.)
14. Transportation will be provided to students who reside in Lance Middle School attendance area who live on Cooper Road, or west of Cooper Road

until such time that the Village of Pleasant Prairie provides improved walking areas. Students may be required to walk no more than 200 ft. on Cooper Road.

15. Students who reside on Highway "H", 39th Avenue, and Springbrook Road may be required to walk no more than 200 ft. on these roads.
16. Transportation will be provided to students who reside in the Bradford High School attendance area who are less than 2 miles but become more than 2 miles due to the hazardous walk zone along Washington Road from east of Highway 31 to 39th Avenue.

Students Attending Private Schools

1. Pursuant to Wisconsin Statutes, transportation shall be provided to students attending private schools on the same basis as set forth above for students attending public schools with the additional provisions listed below.
2. Pursuant to Wisconsin Statutes, students residing in the school district who attend private schools located not more than five miles beyond the boundaries of the school district but within the state are eligible for transportation. In lieu of district bus transportation, parent contracts will be offered to the parent or guardian of each eligible pupil in accord with Wisconsin Statutes.
3. Pursuant to Wisconsin Statutes, transportation will be provided as set forth above to the private school located in the attendance area in which the pupil resides.

Transportation for Students with Exceptional Needs

1. Pursuant to Wisconsin Statutes, transportation shall be provided for students with exceptional education needs, regardless of distance, if such request (or such transportation) is approved by local and state authorities. Approval shall be based on whether or not the child can walk to school with safety and comfort.

Other Provisions Concerning the Transportation of Students

1. Pursuant to Wisconsin Statutes, the Board is empowered to administer, set transportation routes and schedules, secure necessary information, make reports, and apply for and receive aids for the transportation of both public and private school students actually transported.
2. Insofar as possible, administrators of private schools shall be requested to coordinate their school calendars with the public school calendar.
3. Transportation will be provided for public and private school students as approved by the Board to implement state-mandated programs and federal programs.
4. Insofar as possible, bus stops for students with exceptional needs and Head Start students are to be designated near to and on the same side of the street as the residence unless bus aids are provided or other arrangements are made with the parent through the district Transportation Office.
5. The provisions of this policy statement as set forth above shall apply in all instances except those in which extraordinary conditions are held to prevail and shall be subject to further review pending any required adjustments due to unforeseen circumstances.
6. Administration will be responsible for establishing and maintaining bus routes in accordance with this policy and changes in student population.

Administration Recommendation

Administration recommends school board approval of the Provisions Governing the Transportation of Students Attending Public and Private Schools for the 2022-2023 year.

Bethany Ormseth, Ed.D.
Interim Superintendent of Schools

Jeff Marx
Transportation Supervisor

Patrick Finnemore, PE
Director of Facilities

**Kenosha Unified School District
Kenosha, Wisconsin**

August 23, 2022

Policy 5280 - Education for Homeless Children and Youth (EHCY)

Background:

The Education for Homeless Children and Youth (EHCY) program is authorized under the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act (ESSA) of December, 2015. The Wisconsin EHCY program addresses the needs of students experiencing homelessness in LEAs throughout the state by supporting homeless liaisons and by distributing funds from the U.S. Department of Education. The Wisconsin Department of Public Instruction (DPI) designates two statewide EHCY Coordinators to provide training and technical assistance, review and create policies and procedures, and monitor LEAs for program compliance to ensure that children and youth experiencing homelessness are able to attend and fully participate in school. Funding is distributed to LEAs through a competitive grant process.

The Wisconsin Department of Public Instruction currently requires updates to the existing KUSD policy. The proposed changes include more specific language on page one including a clear definition of “homelessness”. Additional pages in the policy include an established definition of “student rights” and clarification of the dispute process. The adaptations to this policy will bring us into compliance with current regulations.

Recommendation

Administration recommends that the School Board approve the attached updates to Policy 5280 - Education for Homeless Children and Youth as a first reading.

Bethany Ormseth, Ed.D
Interim Superintendent of Schools

William Haithcock
Chief of School Leadership

EDUCATION FOR HOMELESS CHILDREN AND YOUTH (EHCY)

The Kenosha Unified School District will implement the *McKinney-Vento Homeless Education Assistance Act* (42 U.S.C., ss. 11431-11436, sec. 25) to ensure that homeless individuals and unaccompanied youth (youth not in the physical custody of a parent/guardian) initially residing in the District are provided with equal access to the same ~~free appropriate public education~~ **educational programs provided to other students, have an opportunity to meet state and district academic achievement standards to which all students are held and are not segregated or discriminated against on the basis of their homeless status. This commitment to the educational rights of homeless children and youth applies to all services, programs and activities provided or made available to other students and youth who reside in the district.** ~~—This includes comparable service provided to other students and youth who reside in the district. Homeless children and youth shall have equal opportunities to meet state and district academic achievement standards and are free from discrimination, segregation, stigmatization and harassment.~~

~~Students qualifying under the *McKinney-Vento Homeless Education Assistance Act* shall be placed in District schools in accordance with the legal requirements of the Act. The District's assignment of students to schools policy shall not be applied as long as the children or youth qualifies under the *McKinney-Vento Act*.~~

The McKinney-Vento Homeless Assistance Act defines homeless children and youths as those who lack a fixed, regular, and adequate nighttime residence. The law provides several examples of situations that meet the definition. This includes children and youths:

- **sharing housing due to a loss of housing, economic hardship, or a similar reason;**
- **living in hotels, motels, trailer parks, or camping grounds due to a lack of alternative adequate housing;**
- **living in emergency or transitional shelters;**
- **abandoned in hospitals;**
- **living in a public or private place not designated for, or normally used as, a regular sleeping accommodation for human beings;**
- **living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar places; and/or**
- **living in one of the above circumstances and who are migratory.**

LEGAL REF.: Wisconsin Statutes

Section 118.13 [Student nondiscrimination]

McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.) [School placement options for homeless children and youth]

Section 504, Rehabilitation Act of 1973

Individuals with Disabilities Education Act (20 U.S.C. ss1 400 et. seq.)

Title I, Part A of the Elementary and Secondary Education Act (20 U.S.C. ss6311-64515)

Title IX, Education Amendment of 1972

Title VI, Civil Rights Act of 1964

Civil Rights Act of 1991

CROSS REF.: 3280 Student Fees
3511 Transportation
3520 School Nutrition Programs
~~5110 Equal Educational Opportunities/Discrimination Complaint~~
5110.1 Student Equal Opportunity and Non-Discrimination in Education
5200 School Admissions
5250 Emancipated Minors
5310 Student Attendance
5320 School Attendance Areas
5330 Assignment of Students to Schools
5532 Immunizations

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: May 25, 2004

REVISED: **October 22, 2013**
September 27, 2022

RULE 5280

EDUCATION FOR HOMELESS CHILDREN AND YOUTH (EHCY)

RIGHTS AND SERVICES PROVIDED TO HOMELESS STUDENTS

All homeless students have a right to:

- A. Immediate public school enrollment.** A public school must immediately enroll students even if they lack health, immunization, or school records, proof of guardianship, or proof of residency;
 - 1. enrollment in:**
 - a. the school they attended when permanently housed (school of origin);**
 - b. the school in which he/she was last enrolled (school of origin);**
 - c. any public school that non-homeless students living in the same attendance area are eligible to attend.**
- B. Continued enrollment under the McKinney-Vento Act, in the chosen school, even if the student becomes permanently housed or until the end of the academic year;**
- C. Priority enrollment in certain preschools and other school programs;**
- D. Transportation to and from the public school of origin for the duration of homelessness, including preschool children who attend programs that provide transportation to non-homeless children;**
- E. Removal of barriers to accessing academic and extracurricular activities such as:**
 - 1. Free breakfast and lunch;**
 - 2. School supplies provided if needed;**
 - 3. Participation in all school-related activities such as, tutoring/instructional support, athletics, etc;**
 - 4. School fee waivers, free uniforms;**
 - 5. Referrals to low-cost or free medical and mental health services;**

6. Rights and protections specifically for unaccompanied youth (youth who are not in the physical custody of a parent or guardian) who are experiencing homelessness, including allowing them to be immediately enrolled without proof of guardianship.
- F. Assistance with the dispute-resolution process if a dispute arises over eligibility, school selection or enrollment in a school. The district liaison will provide the forms for an appeal. The student has the right to attend the school of choice until the dispute is resolved.

KUSD MCKINNEY-VENTO DISPUTE PROCESS

Dispute Process: A homeless child or youth has the right to remain at his or her school of origin (public school that the child or youth attended when permanently housed or to attend the public school that other students who live in the attendance area of where the student is temporarily living.

When a dispute arises over school placement, the McKinney-Vento Liaison will provide the parent or guardian with a dispute form. The dispute form can also be requested from the McKinney-Vento Liaison at any time. Once the dispute form has been completed by the parent or guardian, the Liaison will submit the dispute form to the Director of Title Programs for review. Within three days, the Director of Title Programs, along with School Leadership, will review the form and make the final determination and send the disputant a copy of the Written Notification of Dispute Resolution form.

If necessary, a Best Interest Determination (BID) will be conducted to assist in determining placement of the student. The BID is to be conducted as quickly as possible (within 3 days). The District utilizes a form provided by the Wisconsin Department of Public Education (DPI) which considers all factors, including the appropriateness of the current educational setting and proximity to the students' residence.

The following can be invited to participate in the Best Interest Determination:

- Student
- Parent or guardian
- School representative from school of origin
- Principals, teachers, counselors
- Other members of the students team (IEP, etc)

Once the BID is completed, all parties discuss the determination and choose the placement that's in the best interests of the student. The student has the right to attend the school of choice until the dispute is resolved.

The parent/guardian will be informed of their right to appeal the district's decision to the Office of Coordinator for Education of Homeless Children and Youths in the Wisconsin Department of Public Instruction.

~~RULE 5280~~

~~EDUCATION FOR HOMELESS CHILDREN AND YOUTH (EHCY)~~

The Wisconsin Department of Public Instruction provides current information on each of the federal requirements under the McKinney Vento Homeless Education Act (EHCY). The link to the EHCY homepage is <https://dpi.wi.gov/homeless>.

~~Information specific to procedural guidance is found at <https://dpi.wi.gov/homeless/guidance>.~~

~~Topics include, but are not limited to, the following items:~~

- ~~1. Identification for information on Definition and Identification~~
- ~~2. McKinney Vento at a Glance for the Topic of Enrollment.~~
 - ~~———— Dispute Resolution~~
 - ~~———— Academic Achievement — Programs and Services~~
- ~~3. School Selection for School Placement~~
- ~~4. Transportation~~

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Kenosha Unified School District
Kenosha, Wisconsin

August 23, 2022

NEA Local President Release Grant – Addendum to Teacher Contract

Background

December 2019 – 2020: Tanya Kitts-Lewinsky, then President of the Kenosha Education Association (KEA), informed the District that the KEA had been invited to apply for a three-year part-time release grant for the union president through the National Education Association (NEA). This grant allowed the President to reduce their teaching contract to 0.5 FTE and allowed them to engage in KEA activities during the 0.5 release time. The intended benefits of those activities include improved communication, educator morale, collaboration and problem-solving, teacher retention and public relations.

Present

Ms. Kitts-Lewinsky has since resigned from her role as KEA president and the District was informed by Ms. Katherine Andrysiak-Montemurro in July of 2022 that she will be assuming the role of KEA president for the remainder of the grant.

The NEA grant allows the President to reduce their teaching contract to 0.5 FTE for the 2022-2023 school year and allows Ms. Andrysiak-Montemurro to engage in KEA activity during the 0.5 release time.

The attached Appendix A is the proposed Addendum to Teacher Contract.

Recommendation

It is recommended that the Board of Education approve the proposed Addendum to the Teacher Contract between the Kenosha Unified School District and Katherine Andrysiak-Montemurro for the 2022-2023 school year.

Bethan Ormseth, Ed.D.
Interim Superintendent of Schools

Kevin Neir
Interim Chief Human Resources Officer

ADDENDUM TO TEACHER CONTRACT

This Addendum is made by and between the Kenosha Unified District (“District”) and Katherine Andrysiak-Montemurro (“Ms. Andrysiak-Montemurro”).

WHEREAS, Ms. Andrysiak-Montemurro and the District are parties to a full-time (1.0 FTE) Teacher Contract (“Contract”) for the 2022-2023 school year, which is governed by Wis. Stat. § 118.22, and subject to the Employee Handbook and applicable Board Policies;

WHEREAS, Ms. Andrysiak-Montemurro and the District believe that the interests of Ms. Andrysiak-Montemurro and the Board are served by reducing Ms. Andrysiak-Montemurro’s position to part-time (0.5 FTE) for the 2022-2023 school year, so Ms. Andrysiak-Montemurro may perform responsibilities related to her role as the President for the Kenosha Education Association (KEA);

NOW, THEREFORE, the parties agree as follows:

1. Part-Time Status: Effective July 1, 2022, and continuing through June 30, 2023, Ms. Andrysiak-Montemurro shall be classified as a part-time (0.5 FTE) teacher assigned to Kenosha School of Technology Enhanced Curriculum (KTEC) West. Teacher’s daily/weekly schedule shall be determined by the Building Principal and communicated to Ms. Andrysiak-Montemurro in writing. In this capacity, Ms. Andrysiak-Montemurro shall be a municipal employee subject to the provisions of the Municipal Employment Relations Act during the 2022-2023 school year.

2. Compensation: For the 2022-2023 school year, Ms. Andrysiak-Montemurro’s part-time annual salary shall be \$40,447.00.

3. Benefits: For the 2022-2023 school year, if approved by the Board, Ms. Andrysiak-Montemurro shall be eligible for benefits based on her part-time teacher status (0.5 FTE). Currently benefits eligibility is based on a working requirement of 30 hrs. per week (0.8 FTE). Exhibit A, which is attached hereto, describes the impact of her part-time status on such benefits.

4. Renewal/Non-Renewal: Even though a part-time Teacher Contract is not required to be governed by the renewal and non-renewal provisions of Wis. Stat. § 118.22, this Addendum shall not impact or modify the provision in the attached Contract, which provides that the renewal and non-renewal of the Contract are governed by Wis. Stat. § 118.22. Thus, the Board must comply with the renewal and non-renewal provisions in Wis. Stat. § 118.22 in order to renew or non-renew Teacher’s Contract for the 2023-2024 school year.

5. Return to Full Time Position: Ms. Andrysiak-Montemurro shall not have the opportunity to return to a full-time position in the District until the 2023-2024 school year. Unless the District terminates or non-renews Ms. Andrysiak-Montemurro’s 2022-2023 contract for just cause and in accordance with the Employee Handbook, Board Policy and Paragraph No. 4, herein, the District shall offer Ms. Andrysiak-Montemurro a full-time teacher contract for the 2023-2024 school year and shall assign Ms. Andrysiak-Montemurro to a full-time teaching position at Somers Elementary School for the 2023-2024 school year.

Appendix A

6. KEA President Responsibilities: Exhibit B, which is attached hereto, describes the rules that govern Ms. Andrysiak-Montemurro's access to the District's facilities, records, and information.

7. Other Provisions.

A. The Board and Ms. Andrysiak-Montemurro agree that the rights and obligations set forth in this Addendum shall both stand alone as a binding contract unto itself and shall be made a part of and incorporated into the Contract between the District and Ms. Andrysiak-Montemurro. This Addendum is not a guarantee of continued or future employment.

B. A copy of this Addendum shall be attached to the Contract placed in the District's personnel file maintained on behalf of Ms. Andrysiak-Montemurro.

C. This Addendum is entered into in the State of Wisconsin and the laws of the State of Wisconsin will apply to any dispute regarding this Addendum or its interpretation.

D. This Addendum is non-precedential, and does not create any practice by the Board or obligation to offer another employee(s) the same or similar agreement. This Addendum represents the full and complete agreement between the parties regarding this matter.

E. The provisions of this Addendum are severable. Thus, if any clause of this Addendum should ever be determined to be unenforceable, the parties understand and agree that this will not affect the enforceability of any other clause or the remainder of this Addendum.

F. This Addendum shall expire by its terms on June 30, 2023, and shall not be incorporated into any future Contract between Ms. Andrysiak-Montemurro and the District unless the parties explicitly, mutually agree to renew this Addendum, in writing, for the 2023-2024 school year.

On behalf of the Kenosha Unified School District / Board President

Date

Katherine Andrysiak-Montemurro

Date

EXHIBIT A

If approved by the Board, Ms. Andrysiak-Montemurro as a part-time teacher (0.5 FTE) is eligible for all insurance benefits (e.g., health, dental, etc.), including coverage and premium contributions in the same manner as a full-time teacher. However, all benefits that are tied to compensation (e.g., WRS, life insurance payments, etc.) will be based on Ms. Andrysiak-Montemurro's part-time compensation. Furthermore, part-time teachers receive prorated sick leave benefits and, in the event of a Board approved stipend, Ms. Andrysiak-Montemurro's stipend would be prorated based on her 0.5 FTE.

EXHIBIT B

When acting in her capacity as the KEA President, Ms. Andrysiak-Montemurro:

- Must make every reasonable effort to meet with District employees after school hours and/or when the employee is on an approved, scheduled, personal break, not including instructional preparation and collaboration time.
- Must not interfere with the operations of the District, including, but not limited to, classroom instruction, meetings with students and/or parents/guardians, and instructional preparation and collaboration time.
- Must sign in as a visitor to visit all school buildings and respect all rules imposed by the District and the particular school building governing visitors. See Board Policy 1600.
- Must use School Dude and other procedures in accordance with Board Policy 1330, when seeking to use District facilities for KEA meetings, activities, or events.
- Must make an appointment in advance to meet with administrators; must not show up or drop in on administrators unexpectedly.
- Must request records in accordance with the Municipal Employment Relations Act (MERA) and/or the Public Records Law. See Board Policy 1240.
- Must remember that information regarding District personnel is maintained by the District on a confidential basis, unless the employee explicitly authorizes the disclosure of such information, in writing, and/or the information is disclosed in response to a formal request and permitted by law.

Kenosha Unified School District
Kenosha, Wisconsin

August 23, 2022

EXPULSION INDEPENDENT HEARING OFFICERS - RESOLUTION 395

Administration brings forth a recommendation concerning the appointment of Hearing Officers to assist the District with any expulsion hearings for the upcoming 2022-2023 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.

Christopher Hauser handled the majority of the expulsion hearings from the 2021-2022 school year and will continue to serve as our main hearing officer. Mrs. Titus and Mr. Rupnow, who were added as KUSD hearing officers in April of 2022, will continue to serve as back up/secondary hearing officers for the 2022-2023 school year and thereafter.

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. Also, Mr. Rupnow has 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 began serving as an Independent Hearing Officer for Racine Unified Schools and 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.

Administrative Recommendation

Administration recommends that the Board of Education re-authorize the appointment of Christopher Hauser, Gayle Titus and Michael Rupnow as Hearing Officers for the purpose of expulsion hearings for the 2022-2023 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 395 – Resolution to Authorize Independent Hearing Officers to Determine Pupil Expulsions for the Remainder of the 2022-2023 School Year.

Bethany Ormseth, Ed.D.
Interim Superintendent of Schools

William Haithcock
Chief of School Leadership



**RESOLUTION TO AUTHORIZE INDEPENDENT HEARING OFFICERS TO DETERMINE
PUPIL EXPULSIONS FOR THE 2022-2023 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 2022-2023 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 2022-2023 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 approve Christopher Hauser, Michael Rupnow and Gayle Titus as Expulsion Independent Hearing Officers for the 2022-2023 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 23rd day of August, 2022.

Kenosha Unified School District
BOARD OF EDUCATION

Yolanda Adams, Board President

Todd Price, Board Clerk

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In recognition of National Hispanic Heritage Month 2022

WHEREAS, in 1968 President Lyndon B. Johnson first proclaimed National Hispanic Heritage Week to pay tribute to the contributions of Latinos and Latinas in American culture and the work of early Spanish explorers and settlers; and

WHEREAS, this timeframe included the anniversaries of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua on September 15, as well as Mexico's independence on September 16; and

WHEREAS, the recognized contributions grew and as such Hispanic Heritage Week was expanded to National Hispanic Heritage Month, which has been celebrated from September 15 through October 15 since 1989; and

WHEREAS, Kenosha Unified takes great pride in its diverse student population, with Hispanic students playing a vital role and representing nearly 29.6% of the total student population (per 2021-22 Third Friday report); and

WHEREAS, by observing National Hispanic Heritage Month, we raise awareness of and celebrate the culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, and the Caribbean islands; and

WHEREAS, corresponding school activities held in September and October, as well as throughout the school year, will educate students about Hispanic cultures, traditions and contributions that have impacted business, law, education, politics, science, the arts and more.

NOW, THEREFORE, BE IT RESOLVED that Kenosha Unified School District's Board of Education does hereby adopt this resolution to proclaim September 15 to October 15 as National Hispanic Heritage Month.

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

Interim Superintendent of Schools

Secretary, Board of Education

Members of the Board:

*Resolution 396
August 23, 2022*



En reconocimiento al Mes Nacional de la Herencia Hispana 2022

CONSIDERANDO, que en 1968 el presidente Lyndon B. Johnson proclamó por primera vez la Semana Nacional de la Herencia Hispana para rendir homenaje a las contribuciones de los latinos y latinas a la cultura estadounidense y al trabajo de los primeros exploradores y colonos españoles; y

CONSIDERANDO, que este plazo incluyó los aniversarios de la independencia de los países latinoamericanos de Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua el 15 de septiembre, así como la independencia de México el 16 de septiembre; y

CONSIDERANDO, que las contribuciones reconocidas crecieron y, como tal, la Semana de la Herencia Hispana se expandió al Mes Nacional de la Herencia Hispana, que se celebra del 15 de septiembre al 15 de octubre desde 1989; y

CONSIDERANDO, que el Distrito Escolar Unificado de Kenosha se enorgullece de su diversa población estudiantil, con los estudiantes hispanos desempeñando un papel vital y representando casi el 29.6% de la población estudiantil total (según el informe del tercer viernes de 2021-22); y

CONSIDERANDO, que, al observar el Mes Nacional de la Herencia Hispana, damos a conocer y celebramos la cultura y las tradiciones de personas cuya ascendencia se remonta a España, México, América Central y las islas del Caribe; y

CONSIDERANDO, las actividades escolares correspondientes que se llevan a cabo en septiembre y octubre, así como durante todo el año escolar, educarán a los estudiantes sobre las culturas, tradiciones y contribuciones hispanas que han impactado los negocios, las leyes, la educación, la política, las ciencias, las artes y más.

AHORA, POR LO TANTO, SE RESUELVE que la Junta de Educación del Distrito Escolar Unificado de Kenosha por lo presente adopta esta resolución para proclamar del 15 de septiembre al 15 de octubre como el Mes Nacional de la Herencia Hispana.

SE RESUELVE, ADEMÁS, que se distribuya una copia fiel de esta resolución en las actas oficiales de la Junta de Educación.

Presidente, Junta de Educación

Superintendente de Escuelas

Secretario, Junta de Educación

Miembros de la Junta:



In recognition of National Suicide Prevention Awareness Month 2022

WHEREAS, the week of September 4-10, 2022, is National Suicide Prevention Week, and September is National Suicide Prevention Awareness Month, which is intended to help raise awareness that prevention is possible; treatment is effective; and people do recover; and

WHEREAS, suicide is the 2nd leading cause of death among people ages 10–34 and the 10th leading cause of death overall in the U.S.; and

WHEREAS, in these challenging times messages of hope and healing are more needed than ever; and

WHEREAS, Kenosha Unified students, staff and families should be able to access high quality prevention, support, rehabilitation, and treatment services that lead to recovery and a healthy lifestyle; and

WHEREAS, the Kenosha Unified Board of Education publicly places our full support behind educators, coaches, advisors, parents/guardians, mental health professionals, health care professionals, police officers, and others as partners in supporting our community; and

WHEREAS, the benefits of preventing and overcoming mental health challenges, suicide attempts and loss, and substance abuse are significant and valuable to individuals, families, and our community at large; and

WHEREAS, we must encourage relatives, friends, co-workers, and providers to take the time to check on the wellbeing of family, friends and neighbors, recognize the signs of a problem, and guide those in need to appropriate services and supports; and

NOW, THEREFORE, BE IT RESOLVED that Kenosha Unified School District's Board of Education does hereby adopt this resolution to proclaim September 4-10 as National Suicide Prevention Week and September as National Suicide Prevention Awareness Month.

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

Interim Superintendent of Schools

Secretary, Board of Education

Members of the Board:

*Resolution 397
August 22, 2022*

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

August 23, 2022

**Tentative Schedule of Reports, Events,
and Legal Deadlines for School Board
August-September**

August

- August 22-25, 2022 – New Instructional Staff Orientation
- August 23, 2022 – Regular School Board Meeting – 7 P.M.
- August 26, 2022 – All Instructional Staff Report

September

- September 1, 2022 – First Day of School
- September 5, 2022 – Labor Day – District Closed
- September 12, 2022 – Special School Board Meeting – 5:30 P.M.
- September 27, 2022 - Regular School Board Meeting – 7 P.M.

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