

# **REGULAR SCHOOL BOARD MEETING**

**January 24, 2023** 

7:00 PM

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

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Regular School Board Meeting January 24, 2023 Educational Support Center 3600 52nd St. Kenosha, WI 53144 7:00 PM

- I. Pledge of Allegiance
- II. Roll Call of Members
- III. Introduction, Welcome and Comments by Student Ambassador
- IV. Awards/Recognition
  - Bradford High School cast and crew of Decision Height wins Wisconsin Interscholastic
     Speech and Dramatic Arts Association Awards
  - Bradford High School production of Mean Girls selected to perform on the Showcase Stage at Wisconsin Interscholastic Theatre Festival
- V. Administrative and Supervisory Appointments
- VI. Superintendent's Report
- VII. Legislative Report
- VIII. Views and Comments by the Public
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## Kenosha Unified School District Kenosha, WI January 24, 2023

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

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE
Appointment	Barker	Ralena	Washington Middle School	Security	ESP	01/03/2023	1
Appointment	Brennen	Jeremy	Hillcrest School	E.D.	Instructional	01/09/2023	1
Appointment	Caldwell	Sara	KTEC East	Classroom	ESP	01/09/2023	1
Appointment	Casas	Fabian	Whittier Elementary School	Night Custodian Second Shift	Facilities	01/11/2023	1
Appointment	Conley	Scotty	Brass Community School	Night Custodian Second Shift	Facilities	01/11/2023	1
Appointment	Creel	Jason	Grewenow Elementary School	Interim Elementary Principal	AST	01/23/2023	1
Appointment	Diaz	Christina	EBSOLA CA	Administrative Specialist (12 MO)	ASP	01/16/2023	1
Appointment	Escobedo	Cristine	Facilities	Custodial Supervisor	AST	01/17/2023	1
Appointment	Fisher	Meghan	Bullen Middle School	Cross Categorical	Instructional	01/23/2023	1
Appointment	Garcia	Dalia	Mahone Middle School	Special Education	ESP	12/12/2022	1
Appointment	Gename	Erin	Dimensions of Learning	Administrative Support (10 MO)	ASP	01/11/2023	1
Appointment	Gomez	Claudia	EBSOLA CA	Grade 3	Instructional	01/23/2023	1
Appointment	Jensen	Jamie	Frank Elementary School	Night Custodian Second Shift	Facilities	12/15/2022	1
Appointment	Leverson	Octavis	Indian Trail HS & Academy	Night Custodian Second Shift	Facilities	12/07/2022	1
Appointment	Lewis	Robert	EBSOLA CA	Grade 3	Instructional	01/09/2023	1
Appointment	Luellen	Pamela	Curtis Strange Elementary School	SEL Intervention Specialist	Instructional	01/23/2023	1
Appointment	Marschel	Michelle	KTEC East	Dean - Elementary	Instructional	12/12/2022	1
Appointment	Martinez Mena	Gustavo	Lincoln Middle School	Security	ESP	01/17/2023	1
Appointment	Mentink	Elizabeth	Jefferson Elementary School	SEL Intervention Specialist	Instructional	01/23/2023	1
Appointment	Nixon	Danielle	Indian Trail HS & Academy	Administrative Support (12 MO)	ASP	12/20/2022	1
Appointment	Riedler	Emily	Facilities	Director of Food Services	AST	01/03/2023	1
Appointment	Rynearson	Bethany	KTEC West	Night Custodian Second Shift	Facilities	12/15/2022	1
Appointment	Safaite	Esther-Rose	Indian Trail HS & Academy	Administrative Support (12 MO)	ASP	01/10/2023	1
Appointment	Toney	Mekaella	Mahone Middle School	Special Education	ESP	01/09/2023	1
Appointment	Turner	Elizabeth	Harvey Elementary School	Intervention Specialist	Instructional	01/23/2023	1
Appointment	White	Kerri	Lance Middle School	Special Education	ESP	01/03/2023	1
Appointment	Whyte	Martin	Facilities	Food Service Production Manager	AST	01/03/2023	1
Resignation	Adamson	Amy	Roosevelt Elementary School	Grade 2	Instructional	01/31/2023	1
Resignation	Aluctka Neil	Woelfgang	Indian Trail HS & Academy	Math Intervention Specialist	Instructional	12/16/2022	1
Resignation	Brown	Jacqueline	Washington Middle School	Security	ESP	12/22/2022	1
Resignation	Chaudoin	James	Southport Elementary School	Special Education	ESP	12/22/2022	1
Resignation	DeFazio	Danielle	Bradford High School	English	Instructional	01/18/2023	1

## Kenosha Unified School District Kenosha, WI January 24, 2023

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

Resignation	Johnson	Alyssa	Forest Park Elementary School	Special Education	ESP	01/10/2023	1
Resignation	Kent	Maggie	Tremper High School	Special Education	ESP	01/20/2023	1
Resignation	Kern	Jennifer	Department of Special Education	Speech Therapist	Instructional	01/13/2023	1
Resignation	Neu	Allyson	Indian Trail HS & Academy	Art	Instructional	01/06/2023	1
Resignation	Pariseau	Alexa	Title I	Administrative Support (12 MO)	ASP	01/12/2023	1
Resignation	Piliouras	Sophia	Title III/Bilingual	ESL Other Language	Instructional	12/22/2022	1
Resignation	Prieto	Crystal	Indian Trail HS & Academy	Administrative Support (12 MO)	ASP	12/19/2022	1
Resignation	Sellenheim	Joseph	Grewenow Elementary School	Elementary Principal	AST	01/27/2023	1
Resignation	Strouf	David	Reuther Central High School	Social Studies	Instructional	03/10/2023	1
Resignation	Tuttle	Jessica	Communications	Communications Specialist	AST	01/27/2023	1
Retirement	Bible	Katherine	Food Service	Food Service Production Manager	Food Service	02/02/2023	1
Retirement	Hoover	Randy	Brass Community School	Math Intervention Specialist	Facilities	03/24/2023	1
Retirement	Patterson	Thuy	KTEC West	Night Custodian Second Shift	Facilities	02/07/2023	1
Retirement	Swiatko	Renee	Tremper High School	Administrative Support (12 MO)	ASP	01/31/2023	1
Separation	Green	Angel	EBSOLA CA	4K Program	Instructional	01/04/2023	1
Separation	Williams	Elizabeth	Forest Park Elementary School	Special Education	ESP	12/22/2022	1

### SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD DECEMBER 13, 2022

A special meeting of the Kenosha Unified School Board was held on Tuesday, December 13, 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 6:30 P.M. with the following members present: Mrs. Schmaling, Mr. Price, Mr. Meadows, Mr. Battle, Ms. Stevens, Mrs. Modder, and Ms. Adams. Dr. Weiss 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 Reviewing Findings/Order by Independent Hearing Officer, Litigation, and Personnel: Problems.

Mr. Battle moved that the executive session be held. Mr. Price 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. Personnel: Problems

Mr. Kevin Neir, Interim Chief Human Resources Officer, updated board members on several employee relations cases.

Mr. Neir was excused from the meeting at 6:36 P.M.

#### 2. Review of Findings/Order by Independent Hearing Officer

Mr. Anthony Casper, Administrative Review Committee Chairperson, arrived at 6:37 P.M. and presented information pertaining to a student expulsion to board members.

- Dr. Weiss and Mr. Casper departed the meeting at 6:42 P.M.
- Mr. Price moved to approve the hearing officer's recommendation in regards to the student expulsion. Ms. Stevens seconded the motion. Unanimously approved.
  - Dr. Weiss returned to the meeting at 6:44 P.M.

#### 3. Litigation

Dr. Weiss provided board members with an update on a possible litation matter.

Mrs. Modder moved to adjourn the meeting. Mr. Price seconded the motion. Unanimously approved.

# Meeting adjourned at 6:48 P.M.

Stacy Stephens School Board Secretary

### REGULAR MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD DECEMBER 13, 2022

A regular meeting of the Kenosha Unified School Board was held on Tuesday, December 13, 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. Weiss 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 the Superintendent's office. Anyone desiring information as to forthcoming meetings should contact the Superintendent's office.

Mrs. Schmaling introduced the student ambassador, Benjamin Rothove from Tremper High School, and he made his comments.

There were no awards or recognitions.

There were no Administrative and Supervisory Appointments.

The Superintendent's Report was given by Mr. William Haithcock, Chief of School Leadership; and Mrs. Christine Geyer, Coordinator of Professional Learning; who gave an overview of the Aspiring Administrators' Cohort Group.

Mrs. Modder gave the legislative report.

Views and comments were made by the public.

Remarks by the President were made by Ms. Adams.

The board recessed at 8:05 P.M. and reconvened at 8:09 P.M.

Board members considered the following Consent-Approve items:

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

Consent-Approve item X-B – Minutes of the 11/15/22 Special Meeting and Executive Session and the 11/15/22 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. Jeffrey Weiss, Superintendent of Schools; excerpts follow:

"It is recommended that the November 2022 cash receipt deposits totaling \$131,689.25, and cash receipt wire transfers-in totaling \$4,940,446.12, be approved.

Check numbers 617589 through 618277 (net of voided batches) totaling \$2,853,426.62, and general operating wire transfers-out totaling \$4,503,626.55, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the November 2022 net payroll and benefit EFT batches totaling \$16,741,145.70, and net payroll check batches totaling \$14,439.61, be approved."

Mrs. Modder moved to approve the consent agenda as presented. Mr. Battle seconded the motion. Unanimously approved.

Mr. Hamdan introduced Mrs. Amber Drewieske from CliftonLarsonAllen, LLP and she presented the Annual Financial Report. She gave an overview of the independent auditors' report, management's discussion and analysis, district-wide financial statements, fund balance statements, required supplemental information, additional independent auditor's report for basic financial statements, and federal and state awards.

Dr. Weiss presented the Governance Core Book Discussion submitted by himself, excerpts follow:

"Earlier this fall, copies of Governance Core by Michael Fullan and Davis Campbell were shared with school board members. This book provides the foundation for effective relationships between the school board and superintendent. Dan Nerad, the Wisconsin Association of School Boards consultant, will be basing the January 11, 2023 board learning session on the principles of Governance Core. As a means of preparing for this session, this agenda item will appear at the December 2022 and January 2023 regular school board meetings to allow for discussion prior to and after the January learning session.

The prompts below will guide our discussion for Chapters 1-3:

- What passage (please state the page number) resonated with you?
- What passage (please state the page number) gave you pause?"

Dr. Weiss and board members shared passages from Chapter 1-3 that resonated and/or gave them pause.

Dr. Weiss presented Policy 8712 – School Board Meeting Agenda Preparation and Dissemination submitted by himself, excerpts follow:

"Board President Ms. Adams requested Policy and Rule 8712 be brought forward for proposed revisions as a first reading at the December 13, 2022, regular school board meeting.

The proposed policy revisions are intended to add clarity, increased accessibility to agendas and additional opportunity for board member and student ambassador comments.

It is recommended that the board review/discuss the suggested revisions to Policy and Rule 8712 and approve as a first reading on December 13, 2022, and as a second reading on January 24, 2023."  $_9$ 

Ms. Stevens moved to approve the suggested revisions to Policy and Rule 8712 – School Board Meeting Agenda Preparation and Dissemination and approve as a first reading. Mrs. Modder seconded the motion. Motion passed. Mr. Meadows dissenting.

Dr. Weiss presented Policy 1510 – Advertising/Promotions submitted by himself, excerpts follow:

"Board Member Ms. Schmaling requested Policy 1510 be brought forward for discussion purposes to determine whether or not there is support for providing direction to administration regarding updates that would further restrict classroom displays beyond advertisements to include items such as flags and other political items. Administration will review and update the policy at the direction of and in alignment with the majority of the board.

Current policy states, "No advertising will be permitted on school buildings or any District owned property if it advertises or promotes products or services or uses imagery, verbiage or other methods of communication (a) that pertains to products or services that are unlawful or prohibited in school, such as alcoholic beverages, tobacco or other harmful substances; (b) that are inappropriate for the intended age group, such as those related to the promotion of sexual activity; (c) that is political in nature; (d) or that is inconsistent with the District mission or educational objectives. No advertisement shall be construed as or constitute an endorsement by the Board, the District or the school of any product, services or activity or program. All advertisements must be approved by the Superintendent and/or their designee."

It is recommended that School Board Policy 1510 - Advertising/Promotions be referred to the Personnel Standing Committee for review as it relates to possible further restriction of classroom displays beyond advertisements to include items such as flags and other political items."

Mrs. Modder moved that School Board Policy 1510 - Advertising/Promotions be referred to the Personnel Standing Committee for review as it relates to possible further restriction of classroom displays beyond advertisements to include items such as flags and other political items. Ms. Stevens seconded the motion. Unanimously approved.

Mr. Kristopher Keckler, Chief Information Officer, presented the School Year 2023-24 Preliminary Enrollment Projections submitted by Mrs. Erin Roethe, Data Analyst; Mr. Haithcock; Mr. Keckler; and Dr. Weiss, excerpts follow:

"Each year, the Office of Educational Accountability develops enrollment projections for future planning of district resources. Preliminary enrollment projections for School Years 2023-24, 2024-25, and 2025-26 are included with this report. Projections were based on historical enrollment trends, birth rates, and cohort progression models as well as taking into consideration known impact areas beyond nominal student mobility. Some of the prominent impact areas are listed below:

- Declining Birth Rate: The 2009-10 recession contributed to a noticeable one year drop in birth rates across the nation, along with a smaller, continual decrease since that time for the KUSD boundary area. The impact on KUSD will primarily be in Grade 8 for 2023-24. This rolling "dip" will repeat each subsequent year.
- Emergence of new schools: Within the Kenosha Unified boundary area, three new non-KUSD schools opened. Two of these at the early grade levels and one at the high school

- level. All three of these programs have communicated that they plan to expand grade levels for the next few years, with increasing enrollments.
- Larger exiting cohorts: Just a few years ago, high school grade levels had an average cohort of around 1,600, and the current grade 9 cohort is just under 1,500.

The projections indicate that student enrollment at the boundary elementary level will be 6,958, a decrease of -256 students when compared to this school year. This decrease is mainly due to a continually declining birthrate and atypical early grade enrollments. The projected boundary middle school enrollment is 3,227 students, a decrease of -59 students when compared to school year 2022-23. At the high school level, the projected enrollment is 5,692 students for school year 2023-24. This is a decrease of -57 students when compared to School year 2022-23. Special schools and charter schools are expected to remain steady.

This report in an informational item. District administration will use these enrollment projections for the preliminary staff allocations coordinated by Human Resources, and the enrollment projections will be frequently reviewed and possibly updated as the school year progresses or as the need arises."

Mr. Keckler gave a 2023-24 Enrollment Projection Report PowerPoint presentation which covered the following topics: City of Kenosha population trends, KUSD boundary annual births, number of births and KUSD kindergarten enrollment (5 years later), KUSD enrollment impact factors, KUSD annual total enrollment, KUSD cohort trending average, enrollment comparisons, KUSD exits to local schools, local non-KUSD school impact, KUSD homeschool data, KUSD open enrollment (transfer in/out), and KUSD boundary elementary, middle, and high school enrollments (5 year change).

Mrs. Tanya Ruder, Chief Communications Officer, presented Policy 6432 – Class Size submitted by Mr. Haithock, Mrs. Ruder, and Dr. Weiss, excerpts follow:

"Policy 6432 - Class Size has not been updated since 2013. With looming budgetary constraints, declining enrollment, and fewer teachers entering the profession, the policy has been reviewed to ensure it is realistic and sustainable in our current day situation.

While at first glance it may appear to have a lot of stricken language, the main updates were made to remove items that no longer exist, such as the SAGE program reference and the use of educational support professionals to lessen large class size impacts. Neither of these items have been in place for many years, and as such, have been removed. This does not impact the use of special education educational support professionals, that practice will remain.

We also took the time to streamline the maximum class size listings to make it easier to read and understand. A review of current class size averages was done to determine what room, if any, would be available for adjustments to class size limits without having a major impact on classrooms. As such, the following minor increases and adjustments are recommended at various grade levels:

- K-1 = unchanged (max size of 22);
- 2-3 = increase by 2 (max size increase from 22 to 24);
- 4-5 = increase by 1 (max size increase from 25 to 26);
- Split level elementary classes = increase by 2 (max size increase from 20 to 22);
- Secondary academics = increase by 1 (max size increase from 29 to 30); and
- Maintains ability to have larger band, choir, orchestra and theater class sizes.

In all cases, reasonable effort will be made to stay below the numbers outlined above, and quite often fall well below the maximum levels. However, in rare instances, they may also exceed the numbers. Class sizes are based on the student population of each school and ebb and flow from year-to-year, especially in areas with transient populations. The numbers above provide a guide that help the district plan staffing each year, and also allow flexibility to address areas of need if they should arise.

Administration recommends that the board approve the proposed revisions to Policy 6432 - Class Size as a first reading on Dec. 13, 2022, and a second reading on Jan. 24, 2023."

Ms. Stevens moved to approve the proposed revisions to Policy 6432 - Class Size and approve it as a first reading. Mrs. Schmaling seconded the motion. Unanimously approved.

Dr. Weiss and Mr. Hamdan presented the Initial Round of Preliminary 2023-24 Budget Reduction Considerations submitted by themselves, excerpts follow:

"In anticipation of a difficult budgeting season due to continuous declining student enrollment, rising inflationary costs, and uncertainty surrounding the next biennial State budget, the administration began the planning process of developing recommendations for the 2023-24 fiscal year back in the spring of 2022. With the goal of gathering as much input as possible, the following is a list of the significant events that took place:

- In the spring of 2022 a Thought Exchange survey was shared with all KUSD staff so they could provide input and feedback.
- o Over 400 thoughts were grouped into themes that were reviewed by administration.
- On September 8, 2022, a special board meeting was held where school board members participated in a budget workshop alongside key administrative leaders representing each of our school levels.
- On October 11, 2022, a committee of the whole meeting, comprised of standing committee members (e.g. community members, staff and board members), was held and an electronic version of the budgeting simulation was completed.
- On November 3, 2022, two sessions of the electronic budgeting simulation were held for Administrative and Supervisory staff.
- On November 15 and 16, 2022, three sessions of the electronic budgeting simulation were held for all KUSD staff.

From the electronic budgeting simulation sessions, over 200 participants made up 30 groups that were facilitated by members of Leadership Council and administration. Information from each of these 30 groups was captured, analyzed, and reviewed by administration as the basis for forming tonight's recommended preliminary 2023-24 budget reductions.

As shared with the Board at the November 15, 2022, meeting, the district is facing a preliminary deficit of approximately \$9.7 MM when considering the projected loss of student enrollment with a \$200 per member revenue limit increase paired with the projected increase in health insurance.

We anticipate the Governor will soon be releasing proposals for the next biennial budget that will contain recommendations that would significantly increase the funding provided to public schools, however, we also anticipate a highly contested budget development process at the state level that will likely eliminate most of those recommendations. We will continue to closely monitor the state budget development process and update the Board as we know more.

The administration is recommending the following reduction items for the 2023-24 budget:

- 1. Reduce Education Support Center (ESC) departmental discretionary budgets by 20% for an estimated savings of \$600,000;
- 2. Reduce school discretionary budgets by 10% for elementary, 15% for middle, and 20% for high schools for an estimated savings of \$690,000;
- 3(a). Reduce the facilities major maintenance budget by 50% for an estimated savings of \$1,000,000;
- 3(b). Designates the TID #2 proceeds to be used for major maintenance projects to fund the large project to replace the fieldhouse floor at Bradford High School as described in the October 25, 2002, report;
  - 4. Reduce the Technology Refresh budget by 50% for a savings of \$500,000;
- 5. Eliminate district contributions to staff Health Saving Accounts (HSA) for a savings of \$2,070,000; and
  - 6. Instrumentality Charter School Cost sharing adjustments for a savings of \$300,000.

The administration recommends that the Board approve items 1 thru 6 as described in this report for an estimated \$5,160,000 in reductions to help balance the preliminary 2023-24 budget."

Mrs. Modder moved to approve items 1, 2, 3(a), 4, and 6 as described in the report. Mrs. Stevens seconded the motion. Motion passed. Mrs. Schmaling, Mr. Meadows, and Mr. Battle dissenting.

Dr. Weiss presented the WASB Proposed Resolutions – 2023 submitted by himself, excerpts follow:

"The Superintendent and Leadership Council reviewed the 2023 WASB proposed resolutions and make the following recommendations:

<u>Resolution</u>	<u>Title</u>	<u>Recommendation</u>
23-01	High-Cost Transportation Aid	Support
23-02	Voter Education	Support
23-03	Independent Charter School Funding	Support
23-04	Learning Barriers for Students with Disabilities	Support
23-05	Discipline of Students with Disabilities	Support
		(If properly funded)
23-06	Parent Contracts for Private School Transportatio	n Abstain
		(Due to lack of
		financial impact clarity)
23-07	Career and Technical Education	Support
23-08	Services for Students with Disabilities at Voucher	
	Schools	Abstain
23-09	Addressing Barriers to Learning for Students	
	with Disabilities	Support
23-10	FORT Requirement for Educators	Support
	13	

23-11	Unemployment Compensation	Support
23-12	Societal Issues	Support
23-13	Weapons Possession	Support
23-14	Oppose Federal Agency Mandates Imposed	
	Without Use of Rulemaking	Support
23-15	Universal Free School Meals	Support
23-16	Learning Loss	Support
23-17	Licensure	Support
23-18	Revenue Limits	Support
23-19	Classroom Technology	Support

It is recommended that the School Board provide direction to its delegate relative to the 2023 WASB proposed resolutions noted above and give the board delegate discretionary latitude to vote on amendments or other resolutions."

Ms. Stevens moved to approve administration's recommendation on the proposed WASB resolutions and give the board delegate discretionary latitude to vote on amendments or other resolutions. Mrs. Modder seconded the motion. Unanimously approved.

Dr. Weiss presented the Wisconsin Association of School Boards (WASB) Policy Resource Guide submitted by himself, excerpts follow:

"The Wisconsin Association of School Boards (WASB) Policy Resource Guide (PRG) is a web-based policy information tool designed for Wisconsin school districts to help update their policy manuals, develop policies on individual topics, answer day-to-day questions administrators may have when implementing district policies, and provide an additional resource for board member and administrator professional development within the district. The PRG is a subscription service and includes the following:

- 1. Access to sample policies on a wide variety of policy topics that have been written by WASB Policy and Legal Services staff members;
- 2. Access to a "Background Information" resource on many of the policy topics;
- 3. Access to new and updated information on a regular basis; and
- 4. Access to "Added Value" benefits.

The initial subscription to the PRG is for three years, with the district paying the same amount for each of the three years (currently \$4,500 each year) for a total of \$13,500. There is an annual renewal fee after the initial 3-year subscription (currently \$2,500 a year).

It is Administration's intent to utilize the WASB Policy Resource Guide in conjunction with the WASB Policy Manual Quick Check Service, which will identify any WASB Policy Manual Checklist policies that seem to be missing from the District's policy manual including:

- policies/procedures that are mandated by state and/or federal law and other recommended policies; and
- local policies with a last revision date indicating that they may need updating due to recent law changes affecting the topic.

This is an informational report."

Ms. Stevens presented Resolution 405 – National Mentoring Month January 2023 which read as follows:

"WHEREAS, a number of organizations in the Kenosha community have partnered with the Kenosha Unified School District to offer a variety of mentoring programs that are designed to support student learning and success; and

WHEREAS, relationships that students build with caring mentors offer valuable support; and

WHEREAS, quality mentoring encourages positive choices, promotes self-esteem, supports academic achievement and introduces young people to new ideas; and

WHEREAS, mentoring provides the skills needed to build strong, positive relationships with family, friends and community members; and

WHEREAS, mentoring programs have shown to be effective in combating school violence and discipline problems, substance abuse, incarceration and truancy.

NOW, THEREFORE, be it resolved that Kenosha Unified School District does hereby proclaim January as the annual observance of National Mentoring Month and recognizes those who volunteer their time to help in our mission of providing excellent, challenging learning opportunities and experiences that prepare each student for success.

BE IT FURTHER RESOLVED, that a true copy of this resolution be spread upon the official minutes of the Board of Education."

Mrs. Modder moved to approve Resolution 405 – National Mentoring Month January 2023. Ms. Stevens seconded the motion. Unanimously approved.

Ms. Stevens presented the Donations to the District.

Ms. Stevens moved to approve the donations to the district as presented. Mr. Meadows seconded the motion. Unanimously approved.

Meeting adjourned at 10:03 P.M.

Stacy Stephens
School Board Secretary

### A SPECIAL MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JANUARY 11, 2023

A special meeting of the Kenosha Unified School Board was held on Wednesday, January 11, 2023, at 5:30 P.M. in the Board Meeting Room at the Educational Support Center. The purpose of this meeting was for Views and Comments by the Public, Board/Superintendent Expectations/Goal Setting, Superintendent Evaluation Framework, and WASB Board Development Tool.

The meeting was called to order at 5:31 P.M. with the following members present: Mr. Price, Mr. Meadows, Ms. Stevens, Mrs. Modder, and Ms. Adams. Dr. Weiss, Mr. Haithcock, Mrs. Housaman, Mr. Neir, Mrs. Ruder, Mr. Hamdan, and Mr. Keckler were also present. Mr. Battle was absent and Mrs. Schmaling 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 No. 1. Notice of this special meeting was given to the public by forwarding a copy of the notice to all requesting radio stations and newspapers.

Views and comments were made by the public.

Mrs. Schmaling arrived at 5:35 P.M.

- Dr. Weiss introduced Dr. Dan Nerad, WASB Search and Governance Services Consultant. He explained that his intent for the meeting was to assist the board in moving toward goal setting and the selection of a framework for the Superintendent's evaluation.
- Dr. Nerad presented the first portion of a PowerPoint presentation titled KUSD: Board Governance and Superintendent Evaluation.
- Dr. Nerad referenced the July 22, 2014 KUSD Mission, Vision, Goals, Meeting Norms and Ethical Code of Conduct and Procedures. He encouraged the Board, Superintendent and Leadership Council to create and adopt governance principles, norms and protocols that become part of the District's culture.
- Mrs. Ruder, Mrs. Housaman, Mr. Haithcock, Mr. Hamdan, and Mr. Neir departed the meeting at 7:21 P.M.

The Board recessed at 7:21 P.M. and reconvened at 7:29 P.M.

- Dr. Nerad presented the remainder of the PowerPoint titled Superintendent Evaluation Framework and utilized the WASB publication titled Superintendent Evaluation Framework 2022 Edition.
- Dr. Nerad recommended that the board utilize the "Beyond First Year" evaluation framework and select three of the Professional Standards for Educational Leaders listed in Appendix I as well as item XI of the self-assessment rubric contained in Appendix E of the WASB publication.

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Dr. Weiss presented the draft vision and five strategic goals contained in the board packet.

There was discussion regarding use of a 360 degree feedback tool as part of the Superintendent's evaluation, process for compilation of the final evaluation document, and timeline for review of the Superintendent's job description

Dr. Weiss indicated he would share with the board in the near future his suggestions relative to a 2022-2023 evaluation timeline, the three professional standards to utilize, and recommended District goals.

Dr. Weiss presented the Annual Board Development Tool submitted by himself, excerpts follow:

"The Annual Board Development Tool is offered in partnership between the Wisconsin Association of School Boards (WASB) and School Perceptions. The tool is designed to help school boards identify their areas of strength and alignment as well as where further dialogue and discussion is needed. It will also help the board answer the following questions:

- Are the school board's planning priorities aligned?
- Is there a plan in place to help establish annual goals?
- Are new school board members knowledgeable about their roles and responsibilities?

The tool is provided at no cost; however, School Perceptions can also produce a report with comparison data which will allow board members to better understand their strengths and weaknesses. The comparison report is available for the cost of \$250.

The last time this tool was utilized by the board was in July 2020.

It is Administration's intent to:

- provide each board member with the necessary information to complete the survey following this meeting;
- ask School Perceptions to produce the comparison report for the cost of \$250; and
- ask Mr. Dan Nerad, WASB consultant, to present the results at a subsequent special board meeting.

This is an informational report."

Dr. Weiss noted that Dr. Nerad would return in the next several months for continued discussion with the Board.

Mr. Price moved to adjourn. Mr. Meadows second the motion. Unanimously approved.

Meeting adjourned at 8:27 p.m.

Kathleen DeLabio Executive Assistant to the Superintendent

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#### Kenosha Unified School District Kenosha, Wisconsin Summary of Cash Receipts and Disbursements January 24, 2023

CASH RECEIPTS	reference	total
December 2022 Wire Transfers-In, to Johnson Ba	ank from:	
WI Department of Public Instruction	state aids register receipts	\$ 50,877,361.59
District Municipalities	V/Pleasant Prairie Tif No.2 Settlement	2,887,695.00
Johnson Bank	account interest	938.63
Bankcard Services (MyLunchMoney.com)	food services credit card receipts (net of fees)	93,303.27
Bankcard Services (Purplepass)	fine arts ticket sales receipts (net of fees)	6,263.03
Bank (Infinite Campus)	district web store receipts (net of fees)	17,707.14
Retired & Active Leave Benefit Participants	premium reimbursements	45,709.72
HHS	head start grant	504,205.65
Various Sources	small miscellaneous grants / refunds / rebates	17,923.49
Total Incoming Wire Transfers		54,451,107.52
December 2022 Deposits to Johnson Bank - All F General operating and food services receipts	funds:  (excluding credit cards)	186,732.16
TOTAL DECEMBER CASH RECEIPTS		\$ 54,637,839.68
CASH DISBURSEMENTS	reference	total
December 2022 Wire Transfers-Out, from Johnson	n Bank to:	
Payroll & Benefit wires	net payrolls by EFT	¢ 0.464.222.25
Individual Employee Bank Accounts	(net of reversals)	\$ 8,161,332.25
WI Department of Revenue	state payroll taxes	865,103.36
WI Department of Revenue	state wage attachments	3,731.86
IRS	federal payroll taxes	4,205,115.92
Delta Dental	dental insurance premiums	226,090.57
Diversified Benefits Services	flexible spending account claims	8,625.53
Employee Trust Funds	wisconsin retirement system	3,938,117.58
NVA	vision insurance premiums	19,401.01
Aflac	insurance premiums	43,767.55 270,548.87
Optum Various	HSA	
	TSA payments	371,678.80
Subtotal Congreting Wires		18,113,513.30
General Operating Wires US Bank	purchasing card payment-individuals	173,551.89
Kenosha Area Business Alliance	LakeView lease payment	17,664.63
United Healthcare	health insurance premiums	3,913,157.89
Subtotal	neaut insulance premiums	4,104,374.41
Total Outgoing Wire Transfers		\$ 22,217,887.71
December 2022 Check Registers - All Funds:		
Net payrolls by paper check	Register# 01025DP, 01026 DP	\$ 13,448.28
	Check# 618278 thru Check# 619248	5 707 004 07
General operating and food services	(net of void batches)	5,727,224.27
Total Check Registers		\$ 5,740,672.55
TOTAL DECEMBER CASH DISBURSEMENTS		\$ 27,958,560.26

<sup>\*</sup>See attached supplemental report for purchasing card transaction information  $\ensuremath{^{18}}$ 

# Transaction Summary by Merchant

Merchant Name	Total	
JMB & ASSOCIATES	\$	21,969.78
HOTEL	\$	12,027.04
3654 INTERSTATE	\$	8,695.91
NORTHERN MECHANICAL	\$	7,657.66
MARK'S PLUMBING PARTS	\$	6,337.60
HAJOCA KENOSHA PC354	\$	5,380.30
MENARDS KENOSHA WI	\$	4,200.59
RESTAURANTS & CATERING	\$	3,694.40
IC* INSTACART	\$	3,681.08
HIGHWAY C SERVICE INC	\$	3,247.16
HEAT & POWER PRODUCTS INC	\$	3,118.73
VEHICLE MAINT. & FUEL	\$	3,100.76
BUILDING CONTROLS & SOLUT	\$	3,030.20
CREATIVE COSTUMING & DES	\$	3,024.00
BOJ-E-BIKES	\$	2,972.82
ULINE *SHIP SUPPLIES	\$	2,732.99
HOMEDEPOT.COM	\$	2,732.87
DASH MEDICAL GLOVES	\$	2,572.00
CHESTER ELECTRONIC SUPPLY	\$	2,433.14
ROGUE	\$	2,334.84
SAN-A-CARE	\$	2,040.03
ZOHO CORPORATION	\$	1,893.73
AMZN MKTP US*NK8Y26JN3	\$	1,889.32
POSITIVE PROMOTIONS	\$	1,818.29
THE BANDMANS COMPANY SOUT	\$	1,784.80
FASTENAL COMPANY 01WIKEN	\$	1,654.19
AMZN MKTP US*5L6ZY0153	\$	1,554.00
LOWES #02560*	\$	1,430.95
WEST MUSIC CATALOG	\$	1,351.49
STERICYCLE	\$	1,338.26
AMZN MKTP US*HZ8GD1MK2	\$	1,331.69
MILW PUBLIC MUSEUM	\$	1,304.00
TIMBER-LEE MINISTRIES	\$	1,300.00
BLAIN'S FARM & FLEET	\$	1,243.92
SAMSCLUB #6331	\$	1,235.39
GRAINGER	\$	1,124.97
GFS STORE #1919	\$	1,013.57
APC GROUP INC	\$	947.88
BEST BUY 00011916	\$	928.54
AMVAN, LLC	\$	918.20
JC LICHT - 1290 - KENOSHA	\$	855.43
HALLMAN LINDSAY PAINTS -	\$	852.21
PENSKE TRK LSG 567543	\$	835.47
IN *HVA PRODUCTS, INC.	\$	823.00
FIRST SUPPLY KENOSHA	\$	798.04
FARM & FLEET STURTEVANT	\$	761.95
AMZN MKTP US*8199B2S33	\$	750.00
	4.0	

# Transaction Summary by Merchant

Merchant Name	Total	
CDW GOVT #FD20935	\$	729.48
AMZN MKTP US*O389I0SB3	\$	721.54
JOHNSTONE SUPPLY - RACINE	\$	714.13
L AND S ELECTRIC INC	\$	677.00
IN *ECONO HOLDING COMPANY	\$	654.80
MONSTER JANITORIAL LLC	\$	643.17
VYRON CORPORATION	\$	639.16
HOMETOWN MEATS	\$	638.10
ALLEGRA MARKETING PRINT&M	\$	632.64
ID ZONE	\$	622.35
VIKING ELECTRIC-MILWAUKEE	\$	579.22
API APA GPMI MEET APAS	\$	550.00
HUDL	\$	549.00
AIRLINE	\$	543.69
GROTH MUSIC	\$	539.16
DRI*ERGOTRON, INC.	\$	538.55
AED SUPERSTORE	\$	527.61
SQ *KENOSHA HISTORY CENTE	\$	524.16
PAYPAL *CESA 4	\$	500.00
MOTION INDUSTRIES WI08	\$	498.90
COSTCO WHSE #1198	\$	498.82
MARTINOS	\$	478.33
SHERWIN WILLIAMS 703481	\$	471.24
TOOLS 4 FLOORING	\$	440.83
IC* COSTCO BY IN CAR	\$	437.83
MARCUS GURNEE CINE ECOM	\$	426.56
IMSE	\$	410.00
AMZN MKTP US*HZ8X74C12	\$	395.63
KIMBALL MIDWEST PAYEEZY	\$	379.09
THE MIDWEST CLINIC	\$	374.36
FLUID HANDLING INC	\$	373.12
PROVANTAGE	\$	371.25
MAXON EQUIPMENT INC.	\$	354.26
PIONEER VALLEY BOOKS	\$	352.00
ZORO TOOLS INC	\$	339.46
FIRST BOOK	\$	338.80
AUER STEEL MILWAULKEE	\$	334.64
AWSA	\$	328.00
HALOGEN SUPPLY COMPANY IN	\$	324.69
RAYMOND GEDDES	\$	312.70
PIGGLY WIGGLY #209	\$	310.26
WALMART.COM	\$	299.40
KRANZ INC.	\$	299.11
GORDON ELECTRIC SUPPLY I	\$	291.91
ACT*HYT*HY-TEK 2182228	\$	289.00
BUREAU OF EDUCATION AND R	\$	279.00
AMZN MKTP US*O29Z15DH3	\$	277.98
	00	

# Transaction Summary by Merchant

Merchant Name	Total	
CHEERSOUNDSEXPRESS	\$	275.00
AMZN MKTP US*HI9XX8MB1	\$	273.21
WISCONSIN ASSOCIATION OF	\$	260.00
OVERTURE CENTER	\$	250.00
ANIMOTO INC	\$	249.00
ELITE SPORTSWEAR	\$	248.70
HYDRO-FLO PRODUCTS INC	\$	243.97
MID STATE EQUIP SALEM 010	\$	242.86
INDUSTRIAL ABRASIVES INC	\$	232.00
AMZN MKTP US*E057092U3	\$	230.99
TOWN & COUNTRY GLASS	\$	228.00
MAILCHIMP	\$	225.00
OTC BRANDS INC	\$	224.67
ACMETOOLS.COM	\$	221.54
WALMART.COM 8009666546	\$	219.66
SAMSCLUB.COM	\$	219.43
ROBERT BROOKE & ASSOCIATE	\$	218.14
STORYBOARD THAT	\$	215.76
HOBBY LOBBY ECOMM	\$	212.91
USPS PO 5642800260	\$	212.00
OFFICEMAX/DEPOT 6869	\$	210.88
SAMS CLUB #6331	\$	205.81
SQ *TASTE BUDS KITC	\$	200.00
SP STORE.DEANNASINGH	\$	198.74
SQ *BETTY BRINN CHILDREN'	\$	191.25
NATIONAL PEN CO LLC	\$	190.94
WINTER EQUIPMENT CO	\$	189.23
USPS.COM POSTAL STORE	\$	184.20
SMARTSIGN	\$	181.09
HARBOR FREIGHT TOOLS3397	\$	176.43
SCRIPPS SPELLING BEE	\$	175.00
MENARDS LOVELAND OH	\$	174.71
AMZN MKTP US*D18884IQ3	\$	171.80
SQ *GORDON FOOD SERVICE S	\$	171.77
DECKER EQUIPMENT	\$	171.31
ETSY.COM - DECADEAWARDSL	\$	168.72
WM SUPERCENTER #1167	\$	164.70
SPECTRUM	\$	161.46
TRUGREEN *LOCKBOX	\$	157.50
CHRISTOPHER R GREEN SR	\$	155.00
NATL CCL TEACHERS OF MATH	\$	149.00
BAUDVILLE INC.	\$	147.54
AMZN MKTP US*SZ6I77WY3	\$	139.98
ULTIMATE SLP	\$	139.92
ECONOLIGHT	\$	136.68
SP BODYBLADE.COM	\$	133.99
AMZN MKTP US*PQ3IB8403	\$	132.92

# Transaction Summary by Merchant

Merchant Name	Total	
TRANE SUPPLY-116407	\$	131.01
CROWN AWARDS INC	\$	127.18
2CO.COM*TELESTREAM.NET	\$	125.55
STICKERYOU.COM	\$	124.91
KENOSHA AREA BUSINESS	\$	120.00
SUPER SPORTS FOOTWEAR ETC	\$	120.00
OCULUS	\$	117.03
AMZN MKTP US*HI2547YI1	\$	110.70
AMERICAN RED CROSS	\$	110.00
J.W. PEPPER	\$	107.97
FESTIVAL FOODS	\$	107.61
DSPS EPAY ISE	\$	100.00
IIRP	\$	100.00
IN *ELITE APPAREL LLC	\$	100.00
KAMIHQ.COM	\$	99.00
WISCONSIN EDUCATIONAL MED	\$	97.00
WAL-MART #1167	\$	95.79
OFFICEMAX/DEPOT 6570	\$	94.84
AMZN MKTP US*HI8UI00L1	\$	89.65
TORMACHONC	\$	89.64
IN *A BEEP, LLC	\$	87.30
AIR DELIGHTS INC	\$	86.10
PICK N SAVE #871	\$	82.71
AMZN MKTP US*HI0R439S2	\$	79.42
AMZN MKTP US*HI3OD79Z2	\$	79.42
IXL FAMILY SUBSCRIPT	\$	79.00
SMORE.COM - EDUCATOR	\$	79.00
RACINE ZOO ADMISSIONS	\$	78.28
SHERWIN WILLIAMS 703180	\$	77.29
PY *CESA #1	\$	75.00
DFW CAB AND SHUTTLE SERVI	\$	72.00
AMZN MKTP US*LM38F2M53	\$	71.59
THINK SOCIAL PUBLISHING,	\$	69.60
TARGET 00018952	\$	67.31
AMZN MKTP US*U04EM4JT3	\$	65.22
DK HARDWARE SUPPLY LLC	\$	64.99
LINCOLN CONTRACTORS SUPPL	\$	63.99
V BELT GLOBAL SUPPLY	\$	63.38
AMAZON.COM*HI4N75RS2	\$	60.38
DOCHUB.COM/BILL	\$	59.88
VACLAND	\$	58.08
ALDI 64007	\$	56.60
AMZN MKTP US*LU0IU2Q13	\$	55.98
SP TREND STORE	\$	54.86
AMZN MKTP US*CP93Y4GO3	\$	53.74
GFS ECOMM #1919	\$	53.01
SOUTHEASTERN EQUIPMENT &	\$	51.58

# Transaction Summary by Merchant

Merchant Name	Total	
EDPUZZLE PRO TEACHER	\$	49.00
OFFICEMAX/DEPOT 6358	\$	48.06
HEYMIKEALPERT.COM	\$	48.00
AMZN MKTP US*8Z2HJ30N3	\$	46.48
TARGET.COM *	\$	43.22
BATTERIES PLUS #0561	\$	42.98
HOBBY LOBBY #685	\$	42.48
PARTY CITY 5174	\$	42.00
AMAZON.COM*WC9LA2WC3	\$	41.28
AMZN MKTP US*4I4VI1II3	\$	40.77
SMK*WUFOO.COM CHARGE	\$	39.00
JADE LEARNING LLC	\$	38.00
DDPYOGA	\$	36.91
QUIZLET.COM	\$	35.99
PAYPAL *WISMATH WISMATH	\$	35.00
AMZN MKTP US*HW7QE2IB1	\$	33.96
SP CPLI BOOKSTORE	\$	33.73
ADOBE STOCK	\$	31.64
SQ *TROPHYKITS.COM	\$	30.01
NAT*GEO KIDS 8006475463	\$	30.00
MEIJER # 292	\$	29.50
STATSMEDIC.COM	\$	29.00
AMZN MKTP US*CS7NU11I3	\$	28.98
SP PBS WISCONSIN	\$	27.95
AMZN MKTP US*HI2JP5Z11	\$	27.40
IN *METRO SCREENWORKS INC	\$	27.18
DOLLARTREE	\$	26.38
THE WEBSTAURANT STORE INC	\$	25.97
AMZN MKTP US*HW1G95L81	\$	25.94
DOLLAR TREE	\$	25.00
AMZN MKTP US*HI6152GE2	\$	24.98
PROSIGN DESIGN, LLC,	\$	24.00
HOBBY LOBBY #350	\$	23.63
AMZN MKTP US*LI71Z0BW3	\$	23.59
ONLINE LABELS, INC.	\$	22.71
COSTCO WHSE #1212	\$	21.98
MEIJER # 284	\$	21.02
WALGREENS #12413	\$	20.66
PRAIRIE SIDE ACE HARDWARE	\$	20.31
DOLLAR TREE, INC.	\$	20.00
THE MEASURED MOM	\$	18.99
AMZN MKTP US*I925U6VE3	\$	17.91
AMAZON.COM*HI3XP05D0	\$	16.94
AMZN MKTP US*HW95Q7930	\$	16.87
CROWN TROPHY	\$	16.48
UPS*1Z650T8L0320025010	\$	16.02
THE MEASURED MOM PLUS	\$	15.79

# Transaction Summary by Merchant

Merchant Name	Total	
ZOOM.US 888-799-9666	\$	14.99
AMAZON PRIME*HI88V9L32	\$	14.99
AMZN MKTP US*HI6KK8642	\$	14.74
HANSEN'S POOL & SPA	\$	13.99
AMZN MKTP US*O951J5NB3	\$	12.30
PURPLEPASS TICKETING SERV	\$	12.30
AMAZON.COM*DK5EM47Q3	\$	11.24
SPOTIFY USA	\$	10.54
PRIME VIDEO*A15552V73	\$	4.99
DSPS E SERVICE FEE COM	\$	2.00
GENERATIONGENIUS.COM	\$	(1,795.00)
US Bank Purchasing Card Payment - Individuals	\$	173,551.89

## KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 24, 2023

#### Administrative Recommendation

It is recommended that the December 2022 cash receipt deposits totaling \$186,732.16, and cash receipt wire transfers-in totaling \$54,451,107.52, be approved.

Check numbers 618278 through 619248 (net of voided batches) totaling \$5,727,224.27, and general operating wire transfers-out totaling \$4,104,374.41, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the December 2022 net payroll and benefit EFT batches totaling \$18,113,513.30, and net payroll check batches totaling \$13,448.28, be approved.

Dr. Jeffrey Weiss Superintendent of Schools

Tarik Hamdan Chief Financial Officer

Lisa M. Salo, CPA Accounting Manager

#### Kenosha Unified School District Kenosha, Wisconsin

January 24, 2023 Board of Education Meeting

#### **POLICY 6432 - CLASS SIZE**

#### **Background:**

Policy 6432 - Class Size has not been updated since 2013. With looming budgetary constraints, declining enrollment, and fewer teachers entering the profession, the policy has been reviewed to ensure it is realistic and sustainable in our current day situation.

While at first glance it may appear to have a lot of stricken language, the main updates were made to remove items that no longer exist, such as the SAGE program reference and the use of educational support professionals to lessen large class size impacts. Neither of these items have been in place for many years, and as such, have been removed. This does not impact the use of special education educational support professionals, that practice will remain.

We also took the time to streamline the maximum class size listings to make it easier to read and understand. A review of current class size averages was done to determine what room, if any, would be available for adjustments to class size limits without having a major impact on classrooms. As such, the following minor increases and adjustments are recommended at various grade levels:

- K-1 = unchanged (max size of 22)
- 2-3 = increase by 2 (max size increase from 22 to 24)
- 4-5 = increase by 1 (max size increase from 25 to 26)
- Split level elementary classes = increase by 2 (max size increase from 20 to 22)
- Secondary academics = increase by 1 (max size increase from 29 to 30)
- Maintains ability to have larger band, choir, orchestra and theater class sizes

In all cases, reasonable effort will be made to stay below the numbers outlined above, and quite often fall well below the maximum levels. However, in rare instances, they may also exceed the numbers. Class sizes are based on the student population of each school and ebb and flow from year-to-year, especially in areas with transient populations. The numbers above provide a guide that help the district plan staffing each year, and also allow flexibility to address areas of need if they should arise.

#### **Administration Recommendation:**

Administration recommends that the board approve the proposed revisions to Policy 6432 - Class Size as a second reading on Jan. 24, 2023.

Dr. Jeffrey Weiss Tanya Ruder

Superintendent of Schools Chief Communications Officer

William Haithcock Chief of School Leadership

POLICY 6432 CLASS SIZE

The School Board will maintain class sizes in accordance with sound educational practices.

LEGAL REF.: Wisconsin Statutes

Sections 118.43 [Student Achievement Guarantee in Education (SAGE) class size

requirements]

120.12(2) [Board duty; advise regarding instruction and progress of students] 120.13(1) [Board power to do all things reasonable for the cause of education]

CROSS REF.: 4351.1, Teaching Load

Special Education Policy and Procedure Handbook

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: September 24, 1991

REVISED: August 24, 1999

March 28, 2000 January 29, 2002 November 25, 2003 March 9, 2004 July 30, 2013

January 24, 2023

RULE 6432 CLASS SIZE

The following guidelines below will be used in maintaining class size.:

1. Reasonable effort will be made to maintain class sizes of:

- Grades K-1: maximum of 22
- Grades 2-3: maximum of 24
- Grades 4-5: maximum of 26
- Middle school academic subjects: maximum of 30
- High school academic subjects: maximum of 30
- Secondary level physical education: maximum of 40
- Secondary level band, choir, orchestra and theater may exceed a class size of 30+

Reasonable effort will also be made to avoid elementary split classes entirely. If splits are needed, reasonable effort will be made to not exceed more than twenty-two (22) students in a class.

Classes may combine at times for educational purposes, thereby exceeding the numbers outlined above.

Reasonable effort will be made to follow staffing guidelines for special education that are determined through the use of the Statewide Caseload Formula. Classroom models are administratively determined based upon the needs of students and the percentage of time students receive special education services.

of twenty (20) or under and a maximum class size of twenty two (22) in academic subjects at the elementary school level, grades kindergarten through third. Reasonable effort will be made to maintain an average class size of twenty three (23) in grades four and five with a maximum of twenty-five (25), 40386560. Reasonable effort will be made to maintain an optimum class size of twenty five (25) and a maximum class size of twenty-nine (29) in academic subjects, at the secondary level. Reasonable effort will be made to maintain English Composition class size at the high school level between nineteen (19) and twenty three (23). In areas of high population mobility or where special considerations are present, the class size range indicated herein may be revised to fit the particular situation. Class sizes in schools participating in special governmental programs approved by the Board (e.g., Student Achievement Guarantee in Education—SAGE) shall be in line with legal requirements for such programs. 40386561. Reasonable effort will be made to avoid split grade classes entirely. If split grade classes are utilized at any school, there are to be no more than twenty (20) students in the class. Exceptions to this guideline may be approved by the School Board.

40386562.40386560. Reasonable effort will be made so that middle school staffing will be provided on a ratio of 1 full time equivalent (FTE) teacher position for every 17.66 students. Guidance, Instructional Technology Specialists and Library Media Specialists are not included in this staffing ratio. Reasonable efforts will be made to ensure that travel time FTE at the secondary level is split evenly between the schools where a traveling teacher works.

- 8. Reasonable effort will be made to follow staffing guidelines for special education that are determined through the use of the Statewide Caseload Formula recommended by the State Superintendent's Task Force on Caseloads in Special Education. Classroom models are administratively determined based upon the needs of students and the percentage of time students receive special education services.
- 9. High Enrollment Educational Assistant support will be considered, when available, for each elementary classroom that exceeds 25 students. A half time assistant will be considered, when available, for classrooms that have enrollments of 25 to 30 students, and a full time assistant will be considered, when available, for classrooms that have enrollments of over 30 students. If classroom

Kenosha Unified School District No. 1	School Board Policies
Kenosha, Wisconsin	Rules and Regulations

enrollments drop below either 30 or 25 students, the high enrollment educational assistants may be reassigned.

### Kenosha Unified School District Kenosha, Wisconsin

January 24, 2022 Board of Education Meeting

#### POLICY 8712 - School Board Meeting Agenda Preparation and Dissemination

#### **Background:**

Board President Ms. Adams requested Policy and Rule 8712 be brought forward for proposed revisions as a first reading at the December 13, 2022, regular school board meeting.

The proposed policy revisions are intended to add clarity, increased accessibility to agendas and additional opportunity for board member and student ambassador comments.

#### **Administration Recommendation:**

It is recommended that the board approve the suggested revisions to Policy and Rule 8712 as a second reading on Jan. 24, 2023.

Dr. Jeffrey Weiss Superintendent of Schools

#### POLICY 8712 SCHOOL BOARD MEETING AGENDA PREPARATION AND DISSEMINATION

The agenda shall be prepared by the Superintendent of Schools under the direction of the Board President. Except as otherwise specifically provided by Board policy or rule, the Board President may require a majority written request or vote of the Board prior to granting agenda requests by individual Board members.

Insofar as possible, advance information and recommendations on matters requiring action shall be supplied to all Board members for study **48 hours** before the meeting.

Complete agenda packets for regular Board meetings shall be distributed to each Board member, emailed to local news medium media contacts, and will be available posted on the District's website. A copy of the complete meeting agenda shall be available for public inspection prior to the meeting inat the Superintendent of School!'s office at the Educational Support Center (ESC) and each schoolbuilding's main principal's office, prior to the Board meeting, and six copies made available for inspection at the Board meeting itself. Copies of the complete agenda shall be available at the Superintendent's office, on a single meeting basis, for those persons who make application by the Tuesday before the meeting, and who can demonstrate a need for the material Individuals may request a copy of the full agenda packet from the Superintendent's Office up to 48 hours prior to the meeting to be picked up from the Board Secretary at the ESC. Such reserved copies shall not be distributed but may be picked up at the Superintendent's office 24 hours after they make the application.

LEGAL REF.: Wisconsin Statutes

Section 19.83 [Meetings of governmental bodies]

Section 19.84 [Public notice of subject matter of board meeting]

CROSS REF.: 8710, Regular School Board Meetings

8720, Special School Board Meetings

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: May 25, 1993 and June 8, 1993

REVISED: November 11, 1999

March 28, 2000 July 10, 2001

November 13, 2001

June 25, 2002 June 24, 2003 December 14, 2

December 14, 2010 February 24, 2014 February 24, 2015

August 27, 2019 January 26, 2021

October 26, 2021

Kenosha	Unified School District No. 1	-
Kenosha.	Wisconsin	

School Board Policies
Rules and Regulations

January 24, 2023

#### RULE 8712 SCHOOL BOARD MEETING AGENDA PREPARATION AND DISSEMINATION

The regular School Board meeting agenda shall normally provide for the following order of business:

- Pledge of Allegiance
- Roll Call of Members

Introduction, Welcome, and Comments by Student Ambassador

- Awards
  - Administrative and Supervisory Appointments
- Superintendent's Report
- Legislative Report
- Views and Comments by the Public
- Introduction, Welcome, and Comments by Student Ambassador
- Remarks by the President
- Administrative and Supervisory Appointments
- Consent Agenda
- Approval of Minutes of Previous Meeting(s)
- Approval of Lists of Bills
- Old Business
- New Business
- Announcements/Updates by Board members (2-minute limit per member)
  - Per Policy 8710, comments in response to public comments are allowable only if the topic was included in the original notice of the meeting.
- Other Business as Permitted by Law
- Tentative Schedule of Reports and Legal Deadlines for Board
- Predetermined Time and Date of Adjourned Meeting, If Necessary
- Adjournment

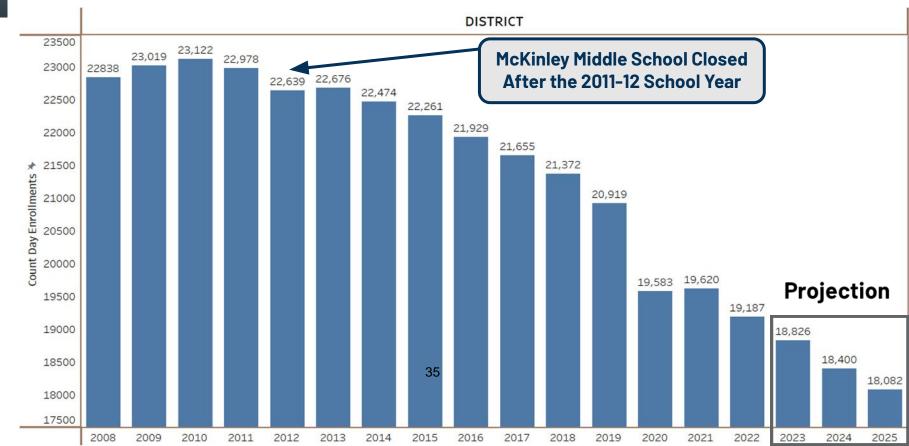
# KENOSHA UNIFIED SCHOOL DISTRICT

FY 2023-24 Budget Proposals

January 24, 2023



# **KUSD Annual Total Enrollment**





### 2023-24 Projections Resulting in \$9.6M Deficit

- \$6,000,000 revenue limit authority decrease resulting from declining enrollment
  - This projection also assumes a \$200 per member increase will be included in the State budget

- \$3,600,000 health insurance premium cost increase
  - This projection assumes the capped 11% increase to our current plan designs and employee contribution rates



# 12/13/22 BOE approved reductions (\$3.09M)

- Reduce Education Support Center (ESC) departmental discretionary budgets by 20% for an estimated savings of \$600,000
- Reduce school discretionary budgets by 10% for elementary, 15% for middle, and 20% for high schools for an estimated savings of \$690,000
- Reduce the facilities major maintenance budget by 50% for an estimated savings of \$1,000,000
- Reduce the Technology Refresh budget by 50% for a savings of \$500,000
- Instrumentality Charter School Cost sharing adjustments for a savings of \$300,000



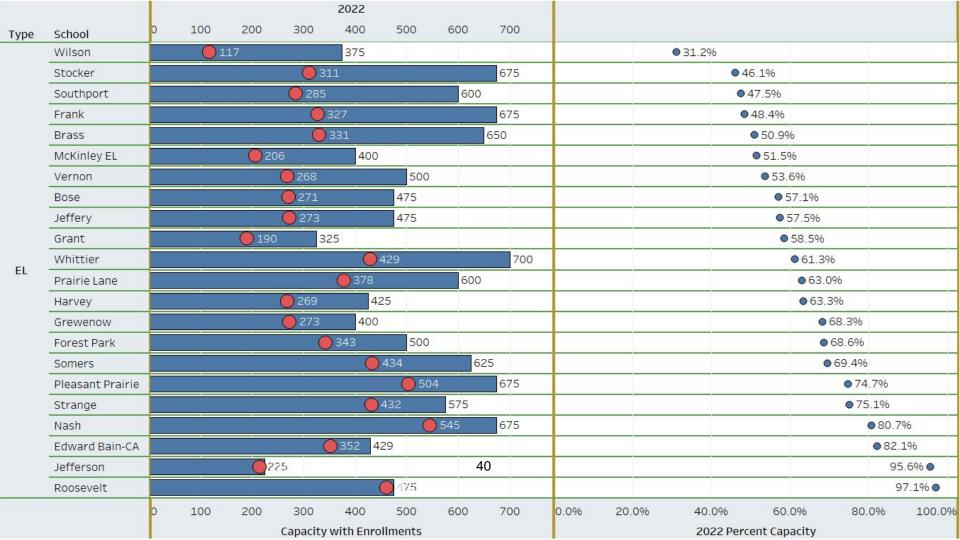
## 1/24/23 Recommended reductions (\$6.7M)

- Reduce number of schools saving \$1,200,000
  - Close Wilson Elementary
- Reduce ESC staffing saving \$500,000
- **Reduce** staffing districtwide through annual attrition and right-sizing adjustments saving \$1,500,000
- **Reduce** district HSA contributions by 50% to \$300 single, \$600 family and cover cost using TID or 2022-23 staffing variance funds (one-time payment in June 2023, rather than two payments like the past)
  - Eliminate district HSA contributions in FY 2023-24 saving \$2,000,000
- <u>Utilize</u> \$1.5M of one-time funds for district funded expenses saving \$1,500,000
  - Must be restored in Fund 10 in 2024-25



# **Wilson Elementary Data**

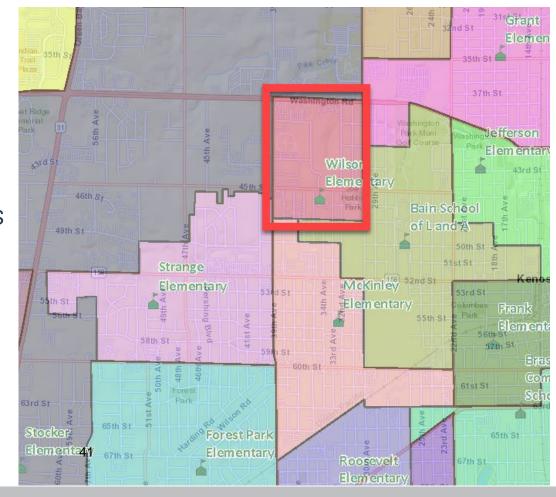
- Official Count Day Enrollments: 117
  - Class average for Grades K-5: 17.5
  - 5 year change (-30.8%) / 10 year change (-44.5%)
- Building Capacity: 375
  - Enrollment Utilization: 31.2%
- Official Count Day, there were 125 elementary age students in the Wilson boundary area, and only 64 (50.4%) were enrolled at Wilson. This is consistent with the last few years of Wilson enrollment trends. District average is 32.2%.





# Wilson Elementary Boundary

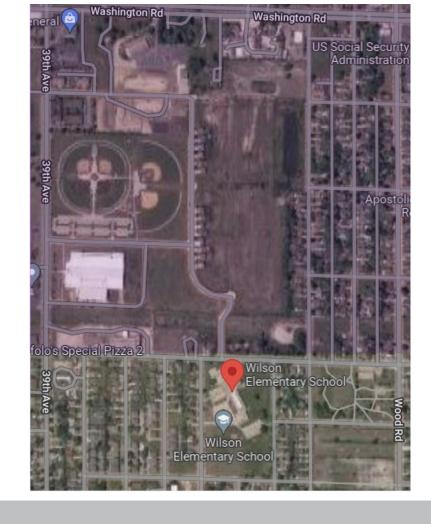
- Wilson boundary has 5 adjacent elementary schools
  - Grant (Pink)
  - EBSOLA CA (Green)
  - McKinley (Rose)
  - Strange (Purple)
  - Stocker (Gray)



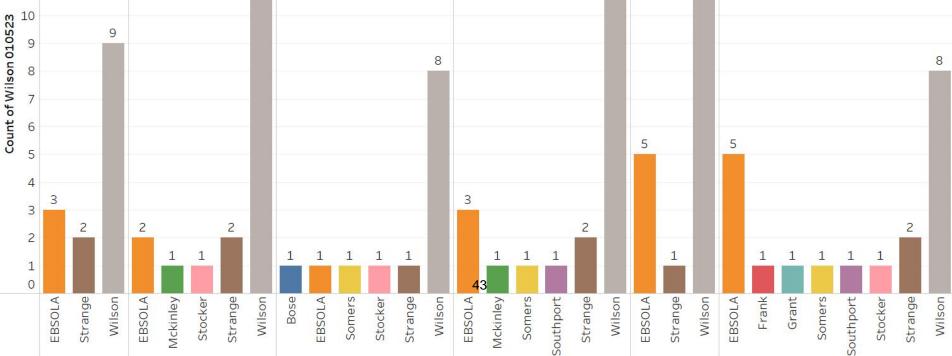


# Wilson Elementary Boundary Proposal

- Proposal to divide Wilson boundary at 45th Street
- Impacted grade levels PS-4
  - 106 students
  - 64 live in Wilson boundary
- North portion to Stocker
  - 23 students
- South portion to McKinley
  - 41 students
- Potential shuttle to Frank



Current Wilson Enrollments by Grades PS-4, by Resident Boundary School Grade / Boundary School PS KG 





# **Teacher Attrition Reduction (-\$1.5M)**

- Continued alignment of teacher to student ratio and scheduling needs
  - Fewer students = fewer authorized teacher FTEs needed for the 2023-24 school year
  - Current projection is 15 fewer teachers across all grade levels
  - These are typically achieved through retirements, resignations and Letters of Appointment
- \$1,500,000 reduction



# District Contributions to Staff HSAs (-\$2M)

- Initial board-approved HSA contribution of \$750/single and \$1,500/family when KUSD moved to UnitedHealthcare with a high deductible health plan in 2019
- Only provided to the 80% of staff who are on KUSD's healthcare plan
- Reduced to \$600/single and \$1,200/family for the 2022-23 fiscal year
- Provide a one-time contribution of \$300/single and \$600/family in June 2023 using TID or staffing variance funds from the FY 2022-23
- Eliminate district contributions effective July 1, 2023
  - HSAs will still exist and staff can continue to make pre-tax contributions of their own



# ESSER Funds Proposal (-\$1.5M)

- Identify \$1,500,000 of budgeted expenditures that are currently local district funded and also qualify under the ESSER III grant
- For one year only, shift these costs to the ESSER III grant by reducing the local budget and building them into the grant for the 2023-24 fiscal year
  - This is a temporary one-year budget relief strategy that will require the full \$1,500,000 be reabsorbed into the local district budget for the 2024-25 fiscal year



# **Administrative Recommendations**

- 1. **Reduce** number of schools saving \$1,200,000
  - Close Wilson Elementary
- 2. **Reduce** ESC staffing saving \$500,000
- 3. **Reduce** staffing districtwide through annual attrition and right-sizing adjustments saving \$1,500,000
- 4. **Reduce** district HSA contributions by 50% to \$300 single, \$600 family and cover cost using TID or 2022-23 staffing variance funds (one-time payment in June 2023, rather than two payments like the past)
  - Eliminate district HSA contributions in FY 2023-24 saving \$2,000,000
- 5. **Utilize** \$1.5M of one-time funds for district funded expenses saving \$1,500,000
  - Must be restored in Fund 10 in 2024-25

# THANK YOU











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#### Kenosha Unified School District Kenosha, Wisconsin

January 24, 2023 Board of Education Meeting

#### <u>POLICY 1600 - VISITORS AND</u> POLICY 1610 - REGISTERED SEX OFFENDERS

#### **Background:**

In an effort to better align with updated visitor protocols and new technology providing schools with the instant ability to identify registered sex offenders, administration has reviewed Policy 1600 - Visitors and Policy 1610 - Registered Sex offenders and has proposed updates to each.

In the Fall of 2022, KUSD implemented the district-wide use of the Raptor Visitor Management System. Raptor System protocols provide schools with the ability to immediately identify registered sex offenders. This new capability allows KUSD schools to more readily identify potentially dangerous individuals and significantly increase levels of safety for all stakeholders. The proposed updated policies reflect KUSD's current visitor management system and protocols.

#### **Administration Recommendation**

Administration recommends the Board approves the proposed revisions to Policy 1600 - Visitors and Policy and 1610 - Registered Sex Offenders as a first reading on January 24, 2023 and a second reading on February 28, 2023.

Dr. Jeffrey Weiss Superintendent of Schools

William Haithcock Chief of School Leadership

Kenosha Unified School	School Board
District Kenosha, Wisconsin	Policies Rules and
	Regulations

POLICY 1600 VISITORS

Stakeholders may request are Parents/guardians/caregivers of District students and the public shall be encouraged to visit schools and to become better acquainted with their operation and curriculum. Classroom visits may not interfere with instruction or violate student privacy rights and will be approved through and arranged by with the principal and/or their designee. KUSD requires all visitors who will have access to students to complete a criminal background check for the safety of staff and students.

Students from other schools shall be permitted to visit only for specific purposes and at times mutually agreed upon by the administrators of the schools.

Representatives of any fundraising organization or commercial enterprise must be approved by the Director of Finance before visiting schools.

For the safety and well-being of all, visitors must check in at school/building offices. In order to provide for school safety and maintain a favorable academic atmosphere, all visitors to the school shall check in atreport to the school/building office before visiting elsewhere in the building. The principal, or the principal's designee, has the discretion to approve any visitors to the school and to determine what conditions, if any, will apply to the visit.

No person is allowed to loiter or cause a disturbance on school property. Violators will be requested to leave and assistance may be sought from law enforcement agencies when necessary.

Registered sex offenders are required to comply with all requirements under section 301.475 of the Wisconsin Statutes and Policy 1610 prior to any visits to District property.

In accordance with section 120.13(35) of the Wisconsin Statutes, the district has the authority to establish conditions for entering or remaining in a District building, prohibit the entry of any person to a school of this District, or to require a visitor to leave when there is reason to believe the presence of such person would be or is detrimental to the good order of the school. If such an individual refuses to leave the school grounds or creates a disturbance, the Superintendent or their designee is authorized to request from the local law enforcement agency whatever assistance is required to remove the individual.

LEGAL REF.: Wisconsin Statutes

Sections 120.13 [Board power to do all things reasonable for the cause

of education]

120.13(1) [Board power to set conduct rules and to maintain good

decorum and a favorable academic atmosphere]

120.13(35) [Board power; presence of persons in school buildings]

121.02(1)(i) [Safe and healthful facilities standard]

301.475 [Sex offenders to notify schools]

947.01 [Disorderly conduct]

947.013 [Harassment]

#### Kenosha Unified School District Kenosha, Wisconsin

School Board Policies Rules and Regulations

CROSS REF.: 1330, Facilities Use

3600, School Safety

3622. Access to School Buildings and Grounds

1500 Solicitations/Fundraising 1610 Registered Sex Offender

6100, Mission, Principles, Goals, Results

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: December 28, 1990

REVISED: February 25, 2003

December 19, 2006 February 28, 2023

Kenosha Unified School	School Board
District Kenosha, Wisconsin	Policies Rules and
	Regulations

RULE 1600 VISITORS

- 1. **Visitors**Parents/guardians/caregivers and other members of the public who wish to visit a school or classroom during the school day will be asked to first report to the school office. Upon approval by the building principal or designee, such visitors will be permitted to observe the operation of the school or classroom instruction.
- Organizations approved for fundraising as outlined in Policy 1500 shall contact building administration to coordinate visits before or after school hours. Representatives of fundraising organizations or commercial enterprises who are cleared for visits to schools shall be issued a card, which is to be presented at the school office. Representatives may approach school personnel only as approved by the building principal and will not be permitted to interrupt instruction at any time.

2.

2.3. The Superintendent, or their designee, has the authority and discretion to deny entry to any visitor attempting to access a school or other District property.

POLICY 1610 REGISTERED SEX OFFENDER

The Kenosha Unified School District ("the District") recognizes its responsibility for the health and safety of all students. Therefore, the Board is mindful of taking appropriate precautionary measures in situations where the District has been notified that a registered sex offender ("Registrant") wishes to visit a school building or other school premises.

With limited exceptions, a Registrant may not be on any school premises unless the Registrant has followed the procedures below and has obtained prior approval from the Superintendent **or their designee**. "School premises" includes any school building, grounds, recreation area, athletic field, or any other property owned, used, or operated **by the Districtfor school administration**.

All Contractors who provide services to the District must certify to the District that they have reviewed all of their employees who will be on district property for any reason and that none of the employees appear on any sex offender registry. This certification must be renewed annually and provided to the Superintendent **or their designee**. Each contract will contain the requirements as stated herein.

Depending upon the specific circumstances, the Superintendent/designee may deny an individual access to any school premises in their sole and absolute discretion.

#### Procedures:

- Before visiting a school-premises, a Registrant shall notify the Principal in writing of the specific
  date, time, and place of the visit, and of the Registrant's status as a registered sex offender. If the
  premises in question is District property that is not connected to a particular school, a
  Registrant shall instead notify the Superintendent/designee. Notice must be given at least 3
  days in advance of each visit.
  - 2. The Principal shall forward the Registrant's notice to the Superintendent or his or her designee for review and approval.
- 3.2. The **Principal or** Superintendent/**designee** of Schools will notify the Registrant-and Principal in writing of whether the Registrant's visit is approved, and what conditions will apply to the visit, if any. Any approval by the Superintendent will only apply to the specific date, time, and place referenced in the Registrant's notice.
- 4.3. The Principal or **Superintendent/designee**Site Administrator may notify additional school personnel of the visit as necessary, including, but not limited to: appropriate administrative and teaching staff; security personnel; volunteers or paraprofessionals within the student's classroom; counselors; coaches; advisors; nurses; bus drivers; custodians; district daycare providers; and playground supervisors.

#### **Exceptions:**

- 1. A Registrant who is a voter may visit school premises without providing advance notice or obtaining prior approval if: (a) an election is being held that day; (b) the Registrant's polling place is on school premises; and (c) the Registrant is visiting school premises for the sole purpose of voting.
- A Registrant may visit school premises without providing advance notice or obtaining prior approval if the Registrant is attending an event or activity that is not sponsored by the school.

School Board

POLICY 1610 REGISTERED SEX OFFENDER PAGE 2

- 3. A Registrant who is the parent or guardian of a child enrolled at the school must notify the Principal of his or her status as a registered sex offender only as follows: (a) at the beginning of each school year; or (b) if the child is not enrolled at the beginning of the school year, when the child is first enrolled; or (c) if the parent/guardian is not a registered sex offender at the beginning of the school year or when the child first enrolls, when the parent/guardian first becomes a registered sex offender. The Registrant shall follow any written protocols or conditions placed on their visit(s) to their child's school or any other school premises, which shall be established by the District on a case-by-case basis for ensuring the safety of other students.
- 4. A Registrant who is a student enrolled in the District is not required to provide advance notice or obtain prior approval before each visit, as long as the department, child welfare agency, or other person supervising the student under a dispositional order under Wis. Stat. Section 938.34 works with the Principal and Superintendent/designee to ensure the safety of other students. It is the responsibility of the student and/or their parent/guardian to verify whether the department, agency, or person has made the appropriate contact with the District. The District and the department, agency, or person shall follow any written protocols or conditions, established by the District on a case-by-case basis, for ensuring the safety of other students. If the conditions of this exception are not met, the student is required to follow this Policy's procedures for providing advance notice and obtaining prior approval before each visit.

LEGAL REF.: Wisconsin Statues

Sections 120.13(1) [Board power to set conduct rules and to maintain

good decorum and a favorable academic atmosphere]

120.13(35) [Board power; presence of persons in school buildings]

121.02)1)(i) [Safe and healthful facilities standard]

301.475 [Sex offenders to notify schools]

947.01 [Disorderly conduct]

947.013 [Harassment]

CROSS REF.: Exhibit 1600 Visitors

3600 School Safety

3622 Access to School Building and Grounds 6100 Mission, Principles, Goals, Results

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: February 25, 2014

**REVISED: February 28, 2023** 

#### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 24, 2023

#### Open Enrollment Allocations – 2023-24 School Year

The Wisconsin Department of Public Instruction (DPI) stipulates that each resident school district allocate open enrollment spaces during their January board meetings. The 2023-24 Open Enrollment period is from February 6, 2023, to April 28, 2023. Along with the posted 3-month open enrollment window, applicants may also apply to a non-resident district using the designated Alternative Open Enrollment Application during the current school year if the applicant can demonstrate that he/she meets certain criteria. Appendix A contains a listing by grade of available open enrollment regular education spaces for School Year 2023-24. Each District must delineate both regular education and special education seats by grade level, program, and/or service type.

The state open enrollment statute and KUSD Policy 5260 (Full-Time Open Enrollment) require a current open-enrolled student re-apply just once, which is during the transition from elementary to middle school, or if they first enrolled during middle school, then they must reapply during the transition from middle school to high school. Also, tuition waiver students (those who start the year in KUSD but move out of the district) have a right to complete the current school year and apply for open enrollment to attend the following year. Even though these are current KUSD students, they are counted as new applications for state reporting. The Offices of Educational Accountability, School Leadership, Teaching and Learning, Special Education/Student Support, and Early Education have provided the following recommendations for available KUSD spaces for School Year 2023-24.

#### **Administrative Recommendation:**

Administration recommends that the Kenosha Unified School Board affirm and approve the space available for open-enrollment students for the school year 2023-24. The recommendation is for 185 spaces, 19 of which are designated for selected special education programs service/types as noted in Appendix A & B.

Dr. Jeffrey Weiss Kristopher Keckler
Superintendent of Schools Chief Information Officer

William Haithcock Jenny Schmidt

Chief of School Leadership Director of Special Education

and Student Support

Luanne Rohde Director of Early Education Programs

#### **APPENDIX A**

Number of Regular Education Open Enrollment Spaces (2023-24)

Grade Level	Regular Education Recommended Spaces
Pre-K	30
Kindergarten	20
Grade 1	10
Grade 2	10
Grade 3	10
Grade 4	10
Grade 5	10
Grade 6	25
Grade 7	10
Grade 8	10
Grade 9	25
Grade 10	5
Grade 11	5
Grade 12	5
Total	185

**Historical Open Enrollment Allocations & Confirmed Enrollments** 

School Year	Board Allocated Seats	New Open Enrollment Students (3 <sup>rd</sup> Friday)	Total Open Enrollment Students (3 <sup>rd</sup> Friday)	Alternative Application Enrollments Accepted
2022-23	185	69	211	42
2021-22	195	92	211	38
2020-21	191	52	166	12
2019-20	191	53	152	28
2018-19	205	48	104	13

#### **APPENDIX B**

**Number of Special Education Open Enrollment Spaces (2023-24)** 

Program	Recommended Spaces
High School	
Cross-Categorical	5
Speech/Language	0
Middle School	
Cross-Categorical	5
Speech/Language	0
Elementary School	
Cross-Categorical	5
Speech/Language/ Early Childhood	0
District-Wide	
Occupational Therapy	2
Physical Therapy	2
Total	19

#### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 24, 2023

### COMMUNITY LIAISON PARTNERSHIP KENOSHA COUNTY DEPARTMENT OF HUMAN SERVICES

#### Background:

The Kenosha County Department of Human Services, Division of Children & Family Services (DCFS) and the Kenosha Unified School District (KUSD) have been in partnership for over 20 years working together collaboratively to address the needs of KUSD students who are struggling within the community, with school attendance and also struggle in school with behavior. The district uses Fund 80 dollars to maintain this partnership with DCFS who in turn contracts with Community Impact Programs (CIP) who provides school liaisons to help supervise and mentor these students. Participating students are referred to the program by parents or school staff. They receive supportive services as outlined in the program specifications (Exhibit 2 and 3). Those services include assisting students with problem solving, academic challenges and other relationship building skills.

Through this Purchase of Service Contract (Attachment A), seven school liaisons are currently placed at Bullen Middle School, Lincoln Middle School, Washington Middle School, Tremper High School, Bradford High School, Indian Trail High School and Reuther Central High School. The liaisons work one to one with up to 15 students at any given time. Typically the hours of work for this position vary, Monday through Friday during school hours. However, school liaisons are expected to work occasional evening and weekend hours outside of the school day to provide activities and accommodate the needs of the student. A requirement of the position is also for liaisons to be available via cell phone throughout the day, unless other arrangements for coverage have been made.

Another one of the goals (Exhibit 4) for the School Liaison Program also includes plans for increasing parental involvement. Therefore, this partnership with KUSD and DCFS is invaluable to our students and their families.

Additional documents within this packet include the approved budget of the program (Exhibit 1) and an explanation of the confidentiality agreement (Exhibit 5.) Please note that for the first time in the documented history of this program, the financial cost of the program is increasing \$32,000 per year. This cost increase is due to a combination of staffing challenges and inflation. All costs will continue to be covered through Fund 80.

#### Recommendation:

Administration recommends that the School Board approve re-entering into this purchase service contract with the Kenosha County Department of Human Services, Division of Children & Family Services in the amount of \$241,800. This program will be brought forward to be reviewed and approved annually by the KUSD Board.

### KENOSHA UNIFIED SCHOOL DISTIRCT Purchase of Services Contract for Administrative Services

#### Attachment A

Provider: Kenosha County Department of Human Services, Division of Children

& Family Services
Address: 8600 Sheridan Road
Kenosha, WI 53143

Administrator/Signor: John T. Jansen

Phone Number/Email: 262-605-6524/john.jansen@kenoshacounty.org
Purchased Service: School-Community Outreach Service Programs

Administrative-Bridges School Community Outreach

Provider Service Name: School Liaisons

Contract Effective Dates: July 1, 2022 – June 30, 2023

Contract Maximum: \$241,800

This Purchase Contract for Administrative Services (along with its Exhibits) ("Contract") is made and entered into between KENOSHA UNITIFED SCHOOL DISTRICT, whose business address is 3600 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144, ("Purchaser" or "Kenosha Unified") and the agency identified above ("Provider" or "Kenosha County").

WHEREAS Provider is an agency engaged in furnishing professional, technical and/or administrative services; and

WHEREAS Purchaser wishes to retain Provider to provide certain services for Purchaser, described in the attached Exhibits, as authorized by Wisconsin law;

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

#### I CONTACT PERSONS AND CONTRACT ADMINISTRATORS

- A. Purchaser's employee responsible for administration of this Contract is Bill Haithcock, Chief of School Leadership, Phone: (262) 359-6008, Email: <a href="whaithco@kusd.edu">whaithco@kusd.edu</a>. Purchaser's employee responsible as Contract person for day-to-day operation of this Contract is Yolanda Jackson-Lewis, Coordinator of Diversity/Student and Family Engagement, Phone: (262) 359-6237, Email: <a href="mailto:yjackson@kusd.edu">yjackson@kusd.edu</a>.
- B. Provider's administrator/signor business information is noted above. The contact person for day-to-day operation of this Contract is Ron Rogers, Director, Division of Children & Family Services, Phone number: (262) 605-6528, Email: <a href="mailto:ron.rogers@kenoshacounty.org">ron.rogers@kenoshacounty.org</a>, whose principal business address is 8600 Sheridan Road, Kenosha, WI 53143.
- C. If either party changes its contact person, it will notify the other party of the name and address of the new contact person in writing within ten (10) days of the change.

#### II SERVICES TO BE PROVIDED AND COSTS

- A. Subject to the terms and conditions set forth herein and the Exhibits hereto (all of which are considered to be a part of this Contract), Purchaser agrees to purchase the Services from Provider as described within, by reference, or as may be amended.
- B. Provider agrees to provide the services under the most current version of applicable governing laws, rules and regulations, and any other items which may be incorporated into this Contract by reference, or as amended.
- C. Provider agrees to provide Services at the rate(s)/unit(s) of service to the estimated number of eligible clients at a maximum not to exceed cost as described within or as may be amended. Provider may expend money authorized by this Contract only on those line items and services that are specified in this Contract, including Addenda, Exhibits or as may be amended.

#### III DELIVERY OF CARE AND/OR SERVICES

- A. Except as otherwise provided herein, Provider shall maintain in all respects its present control over and autonomy with respect to maintaining overall agency policies and operational standards for Services.
- B. To maximize service impact and facilitate inter-agency coordination:
  - Provider agrees to provide report data in a format approved by Purchaser.
  - If applicable to services of this Contract or specified within, Provider recognizes that its relationship with Purchaser may involve being operato co-location of staff, formation of interagency teams and

### KENOSHA UNIFIED SCHOOL DISTIRCT Purchase of Services Contract for Administrative Services

Provider: Kenosha County Department of Human Services, Division of Children

& Family Services 8600 Sheridan Road Kenosha, WI 53143

Administrator/Signor: John T. Jansen

Phone Number/Email: 262-605-6524/ john.jansen@kenoshacounty.org

Purchased Service: School-Community Outreach Service Programs
Administrative-Bridges School Community Outreach

Provider Service Name: School Liaisons

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Contract Maximum: \$241,800

Address:

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- B. Provider agrees to provide the services under the most current version of applicable governing laws, rules and regulations, and any other items which may be incorporated into this Contract by reference, or as amended.
- C. Provider agrees to provide Services at the rate(s)/unit(s) of service to the estimated number of eligible clients at a maximum not to exceed cost as described within or as may be amended. Provider may expend money authorized by this Contract only on those line items and services that are specified in this Contract, including Addenda, Exhibits or as may be amended.

#### III DELIVERY OF CARE AND/OR SERVICES

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- B. To maximize service impact and facilitate inter-agency coordination:
  - Provider agrees to provide report data in a format approved by Purchaser.
  - If applicable to services of this Contract or specified within, Provider recognizes that its relationship with Purchaser may involve being open to co-location of staff, formation of interagency teams and

shared supervisory responsibilities. Ultimate supervisory authority remains with the employer of each employee.

C. Provider agrees that, in performing the Services under this Contract, it shall follow the priorities, standards and methods of Services requested by Purchaser.

#### IV GENERAL PROVISIONS

- A. <u>Service Standards</u> Provider agrees to meet standards in performing the Services, as expressed by federal, state, and county, laws, rules, regulations, statutes and ordinances applicable to the Services provided pursuant to this Contract. Provider will promptly notify Purchaser in writing if it is unable to comply with the applicable federal, state, and county laws, rules, regulations, statutes and ordinances applicable to the Services of this Contract. Non-compliance will result in termination of Purchaser's obligation to purchase those Services.
- B. Obey All Laws Purchaser and Provider shall comply with all federal, state and local laws, rules, and regulations, statutes and ordinances applicable to performing under this Contract. In addition, Provider, its employees, subcontractors or agents shall comply with all Purchaser rules, policies and procedures applicable to performing Services of this Contract.
- C. <u>Information Sharing and/or Confidentiality</u> Provider agrees to conform to information sharing and/or confidentiality policies and requirements established by Purchaser. The use or disclosure by any party of any information obtained in the performance of this Contract concerning eligible clients or services for any purpose not connected with administration of Provider's or Purchaser's responsibilities under this Contract is prohibited except with the informed, written consent of the individual(s) involved, eligible clients or client(s) legal guardian, except to the extent allowed by law. Provider agrees to use its best efforts to create and implement safeguards to prevent a breach of confidentiality. If Provider becomes aware of any breach of confidentiality by any of its employees, subcontractors or agents, Provider shall promptly report any breach to Purchaser.

#### D. Protection of Confidential Information Regarding Clients

- 1. Provider agrees that any information concerning the clients served under this Contract or the services performed for those clients shall be treated as "Confidential Information." Provider shall use its best efforts at all times to protect the Confidential Information from disclosure. Provider shall comply with all applicable privacy laws, rules and regulations applicable to the Confidential Information and performance of this Contract, including but not limited to The Family Education Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 24 CFR Part 99) and Wis Stat 188.125.
- 2. Provider agrees that the Confidential Information is, and at all times shall constitute, the sole and exclusive property of Purchaser. During the period this Contract is in effect and at all times after its termination, Provider, its employees, subcontractors and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose or otherwise make available the Confidential Information to any third party. Provider agrees to destroy or return all Confidential Information at the end of the term. Provider agrees that Confidential Information may only be disclosed to those employees, subcontractors or agents of Provider who need to know the Confidential Information to perform the Services under this Contract. Provider understands the obligation to protect the Confidential Information. Accordingly, the Provider shall strive to provide its employees, subcontractors and agents with confidentiality training prior to the first date any such employee, subcontractor or agent provides Services under this Contract.
- E. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability The Provider agrees to comply with the federal regulations implementing the Health Insurance portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services provided under this Contract. Certain functions included in the Contract may be covered within HIPAA rules. As such the Purchaser must comply with all provisions of the law and if it is determined that the Provider is a "Business Associate" within the context of the Law, the Purchaser requires Provider to sign and return the Business Associate Agreement which will be included if applicable, and made part of the Contract. Provider agrees to use the Business Associate Agreement provided by Purchaser with any subcontractor to the extent that the HIPAA regulations apply to the services provided by the subcontractor.
- F. <u>Staffing</u> Provider shall make every reasonable effort to maintain sufficient staff to deliver Services. When staffing changes are required, Provider shall notify Purchaser. Provider shall ensure that staff providing services are properly supervised and trained and that they meet licensing and certification requirements.
- G. <u>Subcontracting</u> If Provider obtains Services under this Contract from a subcontractor, Provider is responsible for ensuring the subcontractor's fulfillment of the terms of the Contract.

- H. <u>Contract Renewal</u> Contract renewals are determined solely by Purchaser, are subject to applicable requirements and department authorizations, and are contingent on availability of funds, satisfactory Contract performance, and negotiation of renewal rates.
- I. <u>Licensing</u> Throughout the duration of this Contract, Provider must lawfully possess and maintain in good standing such licenses, accreditations, and certifications/reports as are required by federal, state, and local laws & regulations to furnish the Services. Provider shall submit proof of licensure to Purchaser upon request.
- J. <u>Complaints</u> Provider shall notify Purchaser in writing of all complaints filed in writing against Provider and shall include a statement regarding resolution of the complaint.
- K. <u>Mediation of Disputes</u> Either party may request the opportunity to mediate a dispute arising from this Contract, with a mediator agreed upon by both parties. The parties shall split the cost of the mediator equally. If the parties fail to agree upon selection of a mediator within 30 days of the request, then no mediation will take place.
- L. Alcohol and Substance Abuse Policy Assurances Provider assures that it maintains and enforces alcohol and substance abuse policies appropriate to the organization and consistent with the fullest extent allowed by law, including mandatory drug and alcohol testing for all driving personnel who drive clients, to ensure drivers are free from intoxicants or drugs that impair driving.
- M. <u>Background Checks</u> Prior to the first date that an employee, subcontractor or agent of Provider begins performing Services for Purchaser, Provider shall provide Purchaser with a copy of the results of a background check on that employee, subcontractor or agent. That background check shall include HHS, OIG, and Sex Offender Registry searches. Purchaser reserves the right to reject any employee, subcontractor or agent of Provider from performing the Services under this Contract based upon the results of the background check.
  - In the event that an employee, subcontractor or agent of Provider is subsequently arrested during the term of this Contract or fails a random drug-test, Provider shall immediately discontinue that employee, subcontractor or agent's participation in providing Services under this Contract.
- N. Accident / Incident Reporting Provider shall report <u>all</u> accidents and/or incidents resulting in injury to client(s) immediately to the Purchaser's employee responsible for administration of the Contract and, where applicable, to assigned case manager. The Provider shall forward a written report detailing the accident/incident and outcomes to Purchaser's employee responsible for administration of the Contract within five (5) working days of accident/incident.
- O. Notice of Deficiencies, Fines or Forfeitures Provider shall forward within five (5) working days to the Purchaser's employee responsible for administration of the Contract, a copy of any Notice of Deficiencies, Notice of Fines or Forfeiture, or any other corrective orders, criminal convictions or civil judgments issued by any licensing or accrediting authority or Court of Law or State Administrative Law Judge. A copy of the Provider's Corrective Action Plan (or any other response) submitted to the licensing authority shall be forwarded to the Purchaser's employee responsible for administration of the Contract within five (5) working days.
- P. Provider Is Independent Contractor No relationship of employer and employee; joint venture or partnership, is created by this Agreement. It is understood that Provider will act hereunder as an independent contractor and shall not have any claim under this agreement or otherwise against Purchaser for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Purchaser shall neither have nor exercise any control or direction over the means or methods by which Provider shall perform the work and functions. Provider agrees to perform said work and functions at all times, in strict accordance with currently approved methods and practices in the field of service as described within. The sole interest of Purchaser is to insure that the services contemplated by this Agreement shall be performed and rendered in a professional, competent, efficient, and satisfactory manner.
- Q. Conflict of Interest The Provider shall ensure the establishment of written policies and employment rules and other safeguards to prevent, and shall prevent its employees, consultants, or agents from attempting to influence Kenosha Unified officials, employees, or its various committees, commissions, workgroups, departments, authorities, centers, services, consultants, agents, or members of the School Board, from using their public positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others with whom they have family, business or other ties. Please note that it is a crime under sec. 946.13 Wis. Stats., if any public official or employee shall, in his private capacity, negotiate or bid for or enter into a Contract in which he has private pecuniary interest, direct or indirect, if at the same time he is authorized or required by law to participate in his capacity as such officer or employee in the making of that Contract or to perform in regard to that Contract some official function requiring the exercise of discretion on his part, nor shall any official or employee, in his official capacity, participate in the making of a Contract in which he has a private pecuniary interest, direct or infered, or perform in regard to that Contract some function

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- requiring the exercise of discretion on his part. Please refer to Sec. 946.13, and to Sec. 946.12 for the complete statutory language.
- R. <u>Ethics Law Compliance</u> It is acknowledged that Kenosha County officials are bound by the State of Wisconsin Ethics Code and/or Kenosha County Ethics Policy. In the event that any party or any agent of any party acts in concert with a Kenosha County official or employee in such a manner as to violate any such ethics provision, this Contract may, at the sole option of either party, be declared null and void.
- S. <u>Public Records Law Compliance</u> The Parties acknowledge that Kenosha County is a municipal corporation and that Kenosha Unified is a public school system, both legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Records Law and confidential, all aspects of this agreement are subject to open disclosure and are matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws.
- T. Governing Law; Savings Clause The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein, if the court or agency may interpret the remaining Contract language in a reasonable manner which is fair to the parties.

#### V BILLING, PAYMENT, AND COLLECTIONS PROCEDURES

- A. The maximum payment and estimated number of clients under this Contract are listed in Exhibit 1. Actual total payment will be based upon the approved amount of Service authorized by the Purchaser and the approved amount of Service performed by Provider (see Section II-B).
- B. Provider shall <u>submit billing statements by the 5<sup>th</sup> day of each month</u> for the previous month's services. Submission of billing statements after the 5<sup>th</sup> day may result in Provider payments being delayed. Provider will submit billing statements or invoice detail on standard forms if required by Purchaser. Purchaser reserves the right to request additional billing detail as needed. An *invoice* shall be defined as a statement of Provider service costs for which payment is requested from Purchaser where such costs meet both of the following criteria: 1) Costs are for services rendered to a specified individual client or specified client group or client family; <u>and</u> 2) Costs are for services rendered on a particular service date. Along with its monthly billing statement, Provider shall submit detailed invoices as noted below to support all billings submitted for Services provided under this Contract. A separate invoice shall be issued for each date of service and each client served. The *monthly billing statement* submitted by Provider must include all invoices for which reimbursement is being sought on that statement.

#### Each invoice must include the following detail:

- Service/Program name and Contract number
- Client name (individual or group/family) and date of birth
- Type/Category of service and date of service
- Number of service units provided to the named client on the specified date
- Billing rate (per hour, per day or per activity)
- Total amount of invoice (# of service units provided x billing rate)

#### Monthly billing statements shall be submitted to:

Kenosha Unified School District Accounts Payable 3600 52<sup>nd</sup> Street Kenosha, WI 53144

Provider shall submit its final billing statement for the **calendar year no later than July 15, 2023.** If this is not possible, a written estimate of final charges showing supporting calculations must be submitted to Purchaser by that date and the final billing submitted no later than **August 1, 2023**. Failure to comply with this provision is deemed an absolute waiver of all rights to payment for the applicable billing period.

C. Purchaser reserves the right to approve or deny written requests for advance payment to Provider in an amount to cover the costs of services to be delivered during the first calendar month of this Contract. The amount shall not exceed one-twelfth of an annual Contract or one month equivalent for shorter Contract periods. If actual costs are less than this payment, Purchaser shall notify Provider and recover the excess. Purchaser shall subtract the excess amount advanced from payments due beginning the last quarter of the Contract period or sooner.

- D. Fees or other monies collected on behalf of a client from any source will be reported to Purchaser. When such funds exceed Provider's anticipated budget, as outlined in Contract Exhibits, this money shall be treated as an adjustment to the cost of providing Services and deducted from the contracted amount.
- E. Purchaser reserves the right to withhold payment, cancel the Contract, or take other corrective actions deemed by the Purchaser to be necessary to protect the Purchaser's interest, if Provider fails to comply with any requirements of this Contract.

#### VI PROVIDER RESPONSIBILITIES

- A. <u>Accounting</u> Provider shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- B. <u>Maintenance of Funding</u> Federal/state funds must not be used to supplant other federal/state/local funds.
- C. <u>Fundraising</u> Purchaser encourages Provider to continue or initiate efforts to obtain funds from private sources and other public organizations for each service funded by this Contract. Provider shall obtain prior written approval from Purchaser for all fundraising activities that are for the benefit of the contracted services herein. Methods for receiving funds & utilization of funds shall be approved by Purchaser.
- D. <u>Advertising</u> Provider shall not publicly advertise through any media for the purpose of soliciting eligible recipients to be recipients for Services under this Contract without the advanced approval of Purchaser as to permissibility of the advertising. All items used to promote the Services, including brochures, announcements, press releases, stationery, etc., purchased pursuant to this Contract must include a statement approved by Provider prior to final preparation and distribution, that acknowledges **Purchaser** provided funds.
- E. <u>Publications</u> Where services purchased under this Contract result in a book or other material that could be copyrighted, the author may obtain a copyright, but Purchaser reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, all such material. Any books, reports, pamphlets, papers, or articles based on activities receiving support under this Contract must contain an acknowledgment of that support.

#### VII REPORTING

- A. Provider shall comply with the reporting requirements of Purchaser and the State of Wisconsin, including performance reporting requirements and any required corrective actions plans. All data reporting requirements and data definitions and specifications will be determined by Purchaser with appropriate input from Provider. The Provider will use codes provided by the Purchaser or the Department of Health and Family Services (DHFS) as applicable to the services of this Contract.
- B. Purchaser reserves the right to require corrective action plans and reports as it relates to all Contract compliance issues.

#### VIII RECORDS

- A. Provider shall maintain such records and financial statements as required by state and federal rules and regulations and by Purchaser.
- B. Provider shall maintain written descriptive service verification including the dates of services performed for all the services rendered under this Contract and shall make available such written verification upon request.
- C. If the Contract requires funding from more than one (1) source, funds provided under this Contract must retain their individual specific intended purpose. Use of Contract funds must be reported as separate expenses relating to the specific funding purpose in accordance with Purchaser's reporting requirements.
- D. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Purchaser, authorized agents of state agencies or federal agencies, to confirm Provider's compliance with the specifications of this Contract. Provider agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- E. All data collected (electronic or otherwise) in fulfilling this Contract is the property of Purchaser.
- F. Development of any computer software or systems by Provider to fulfill terms of this Contract must receive prior written approval of Purchaser and be developed according to Kenosha County data processing policies and practices.
- G. When applicable, Provider shall utilize available federal, state or county computer systems, for the provision of the purchased Services herein, as requested by Purchaser.

H. Provider shall maintain financial and programmatic records for the current Contract period plus the prior six (6 fiscal years. The records shall be retained beyond the seven-year period of an audit or legal action is in progress or exceptions have not been resolved.

#### IX OWNERSHIP, DATA, AND EQUIPMENT

- A. All data (electronic or otherwise), computer applications, (including analysis documents, project management documents, computer programs, source code, technical documentation, user documentation and/or any other applications related materials or documents) reports, documents and other materials produced by Provider under this Contract or obtained by Provider via efforts or activities funded in whole or part under this Contract are the sole property of Purchaser unless explicit written agreements to the contrary are made.
- B. All equipment obtained using funds under this Contract remain the property of Purchaser unless otherwise stipulated in specific written agreements.
- C. Provider will obtain prior written approval from Purchaser's contact person indicated on page one of this Contract, for equipment purchases using funds under this agreement. Under this Contract, *Equipment* is defined as tangible personal property having a useful life of more than one year and a unit cost of \$500 or more. This definition includes, but is not limited to, office equipment, computer and computer-related equipment, electronic devices, phone equipment and furniture.
- D. Provider shall maintain and provide Purchaser with an inventory of equipment purchased in whole or in part with funds of Purchaser. At a minimum, the inventory will include the following information:
  - Description of the equipment, acquisition date and unit acquisition cost
  - Identification, such as, the manufacturer's serial number or Provider's inventory tag number
  - Source of the equipment, such as, the vendor name or information regarding from whom the equipment
    was acquired
  - Percentage of cost provided through the Purchaser if not 100% Purchaser funded
  - Location, use and condition of the equipment, the date this information was recorded and the name of the individual recording the information
- E. Provider shall maintain a control system, to ensure adequate safeguards against property damage, loss or theft that will result in appropriate maintenance of the equipment. It is agreed that insurance for loss and adequate maintenance are the responsibility of Provider. In addition, Provider agrees to provide adequate maintain and repair for the equipment.
- F. Provider's use of equipment shall be consistent with the purpose of the funds with which it was purchased. If program operations of Provider cease, Purchaser shall determine disposition of all equipment purchased with funds under this Contract and prior contracts between the parties for said program, in accordance with applicable federal and state rules and regulations.
- G. If it applies to the Services of this Contract, Provider agrees to comply with KCDHS requirements for use and operation of Kenosha County information systems, equipment & network. Provider shall comply with all other policies and procedures established by Purchaser regarding the leasing, purchase, maintenance, use and documentation of equipment items purchased or leased in whole or in part with Purchaser funds.

#### X INDEMNITY AND INSURANCE

- A. Purchaser agrees to indemnify, hold harmless and defend the Provider, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Contract where such liability is founded upon or occurring out of the acts or omissions of Purchaser, its agents or employees.
- B. Kenosha County will at all times during the term of this Contract keep in full force and effect its insurance policies.
- C. The hold harmless, indemnity and insurance provisions of this Contract shall survive the termination of this Contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
- D. Provider shall notify Purchaser immediately upon the commencement of any litigation against Provider where there is any possibility the Purchaser or Kenosha County may be made a party thereto. In the event any actions, suit or other proceeding is brought against Purchaser, upon any matter herein indemnified against, Purchaser shall cooperate with Provider's attorneys in the defense of action, suit or other proceeding.

#### XI NONDISCRIMINATION / EQUAL OPPORTUNITY / AFFIRMATIVE ACTION

A. Upon request, Provider agrees to submit to Purchaser, a current copy of the Civil Rights Compliance Plan, or related documents for meeting Equal Opportunity Requirements under Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination in Employment Act of 1967 and 1975, the Omnibus Budget Reconciliation Act of 1981; the Americans with Disabilities Act of 1990 Titles II, III and IV; the Equal Pay Act of 1963; Fair Labor Act of 1938 as amended, Sections XVI and XVII; and the Wisconsin Fair Employment Act, Executive Order 11246 and Vietnam Era Veteran's Readjustment Assistance Act of 1974 and all other Civil Rights Compliance and Affirmative Action laws that apply.

Provider is required to demonstrate compliance with the civil rights standards to include: adoption of a policy covering equal opportunity in service delivery, implementation of a complaint procedure that meets Limited English Proficiency (LEP) requirements, designation of an employee as the contact person (Equal Opportunity Officer/Coordinator), and completion of an annual evaluation to ensure all aspects of service delivery are conducted in a non-discriminatory manner.

#### B. Non-discrimination in the Provider Personnel Policy

In connection with the performance of work under this Contract, Provider agrees not to discriminate against any employee or applicant for employment based on age, race, religion, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest record, conviction record, sexual orientation, marital status or pregnancy, political belief or affiliation, military participation in the United States armed forces, or use or nonuse of lawful products off the employer's premises during non-working hours. Additionally, Wisconsin Contract Compliance Law, s 16.765, Stats.; Wisconsin Administrative Code 50 requires every contractor contracting with the State of Wisconsin to agree to equal employment and affirmative action policies and practices in its employment programs. The non-discrimination in personnel policy provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

#### C. Non-discrimination in Services to Clients

In delivery of services, Provider agrees not to discriminate against any client on the basis of age, race, religion, color, sex (including sexual identity and orientation), national origin or ancestry, disability or association with a person with a disability, political affiliation or belief, and for beneficiaries only, citizenship or because the beneficiary is a lawfully admitted immigrant authorized to work in the United States. Provider agrees, whenever necessary, to make available qualified interpreters and/or translators to clientele when required in the delivery of services, or in processing a complaint or appeal. Provider further agrees to designate a contact person (Equal Opportunity Officer/Coordinator) within the agency to be responsible for resolution of client discrimination complaints and procedures for accepting and resolving client complaints. In the event Provider does not resolve the client complaint, Provider shall inform the client that the next step is the Purchaser's Complaint Process.

#### D. Notice Regarding Equal Opportunity

Provider agrees to take affirmative action to ensure equal employment opportunities. Provider agrees to permanently post the Equal Opportunity Policy, name of the Equal Opportunity Coordinator and the discrimination complaint process in a prominent location where it may be viewed by applicants and clients of services, applicants for employment, and employees. Provider agrees to review the policy and procedure on an annual basis with managers, supervisors and staff who provide direct service to clients.

#### XII RENEGOTIATION

- A. This Contract or any part thereof must be renegotiated in the case of: significantly increased or decreased volume of services, changes required by federal or state laws or regulations or court action, or changes in funds available to Purchaser affecting the substance of this Contract.
- Provider may initiate Contract modifications only with written approval of Purchaser.

#### XIII CONTRACT REVISIONS AND/OR TERMINATIONS

- A. Provider may not assign, transfer, sell, Contract, gift or otherwise convey any of the rights or obligations contained herein, without the express written consent of the Purchaser.
- B. Provider shall notify Purchaser immediately whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract and any or all other written agreements for the services of this Contract (individual placement or client services plan, interagency agreements, etc.).

- C. Any revision of this Contract must be agreed by Purchaser and Provider by an Amendment signed by the authorized representative of both parties.
- D. Non-Appropriation of Funds: If during the Contract period, the appropriations that fund this Contract are changed by the Federal or State of Wisconsin or County Board, or any of its oversight committees' action, the funding amount of this Contract may change. Purchaser reserves the right to immediately terminate or cancel this Contract in whole or in part without penalty due to non-appropriation of funds.
- E. 30-Day Right To Cancel Without Cause or Reason: This Contract can be terminated upon a 30-day written notification by certified mail to the Contract administrator and address listed herein. If the certified mail is refused or returned as undeliverable, then notification shall be deemed sufficient if sent by ordinary U.S. Postal First Class mail to such addresses. In the event this Contract is terminated, all other agreements with the exception of those provisions pertaining to confidentiality, maintenance of records and indemnifications, related to the services of this Contract in effect at that time shall be considered terminated simultaneously.
- F. Termination and Reimbursement: If Purchaser finds it necessary to terminate this Contract before the Contract expiration date for reasons other than Provider non-performance, actual approved cost incurred by Provider for services provided up to date of termination may be reimbursed for an amount determined by mutual agreement of both parties.
- G. Termination for Cause / Suspension of Services: Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract. In addition to Section XII-E 30-Day Right to Cancel Without Cause or Reason noted above, Kenosha County reserves the right to terminate for cause and/or suspend services of this Contract.

10-Day Notice: Purchaser shall have the right to terminate this Contract for cause, upon giving 10-days advance written notice of termination to Provider by First Class U.S. Mail, postpaid, addressed to the Provider at the address given in this Contract, or by personal delivery thereof, if Provider is in breach of this Contract, or if Providers' performance (or Lack of Performance) under this Contract places any person affected by service by this Contract in danger of physical injury. If delivery of such Notice is by first class U.S. Mail, delivery will be deemed to have been delivered to Provider on the 3rd calendar day after posted in the U.S. Mail.

Right to Cure: If Provider is given a 10-Day Notice of Termination for Cause as set forth herein, the Provider shall have a simultaneous 10-Day Right to Cure the breach, or to remove the threat of physical injury to persons, customers or clients serviced under, or affected by service, of this Contract. Failure of Provider to deliver to Purchaser proof of a cure of default, or removal of such threat of physical injury, shall result in the termination of this Contract at 4 P.M. on the 10<sup>th</sup> calendar day following the delivery of the Notice of Termination for Cause.

#### XIV CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States laws, and any material Amendment or repeal of the same, affecting relevant funding or authority of the Department shall serve to terminate this Contract, except as further agreed to by the parties hereto.
- C. The entire agreement of the parties is contained herein or other documents included by reference. This Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
- D. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.

#### XV CONTRACT EXHIBITS

The following Exhibits are considered part of the main body of this Contract:

- Exhibit 1 Approved Budget Information
- Exhibit 2 School Liaison Middle School Program Specifications
- Exhibit 3 School Liaison High School Program Specifications
- Exhibit 4 Middle School and High School Liaison Program Goals and Outcomes
- Exhibit 5 Confidentiality Agreement Related to Student Data and Information

#### XVI <u>SIGNATURES</u>

IN WITNESS WHEREOF, this Contract shall be effective upon the execution of the Contract as provided below.

#### Kenosha County Signatures:

Ron Rogers, Director Division of Children & Family Services	Date	
John Jansen, Director Department of Human Services	Date	
Samantha Kerkman, Kenosha County Executive	Date	
Kenosha Unified School District Signatures:		
Bill Haithcock Chief of School Leadership	Date	
Dr. Jeffrey Weiss Superintendent of Schools	Date	

### EXHIBIT 1 APPROVED BUDGET INFORMATION

Provider: Kenosha County Department of Human Services, Division of

**Children & Family Services** 

Purchased Service: Administrative – Bridges, School-Community Outreach

**School Liaisons** 

Contract Effective Dates: July 1, 2022 through June 30, 2023

Contract Maximum: \$241,800

#### I BUDGET RECOMMENDATIONS

See attached budget information/rate detail if applicable to the services of this Contract.

Service	Units	Rate	Amount
School Liaisons	7.0 FTE's	\$58,962 per position	\$241,800
Contract Maximum:			\$241,800

#### II FUNDING SOURCES

Middle Schools (3) High School (4)

 Kenosha Unified
 \$114,000
 \$127,800

 County/State/Federal
 \$69,387
 \$101,546

 \$183,387
 \$229,346

Maximum Program Budget: \$412,73

### EXHIBIT 2 SCHOOL LIAISON – MIDDLE SCHOOL PROGRAM SPECIFICATIONS

#### I. INTRODUCTION

**Program Purpose.** The Kenosha County Department of Human Services, Division of Children and Family Services, Contracts with Community Impact Programs, Inc., a private non-profit social service agency, to provide truancy reduction services for three middle schools (Bullen, Washington and Lincoln) in the city of Kenosha. Research indicates that truant youth are at higher risk for substance use and abuse making alcohol and drug abuse prevention vital for this target population.

This project will enhance the current service array by providing alcohol and drug abuse prevention services to truant youth through the following:

The SMART Moves curriculum includes Start SMART, Stay SMART, and SMART Leaders. Smart Moves is designed to provide education to identified participants, teaching them skills to resist alcohol and drugs and premature sexual activity through a structured learning process. SMART Moves has been used successfully for more than two decades nationwide. The Girls Circle model, a structured support group for girls from 9-18 years, integrates relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. The School Liaison – Middle School Program will provide services that support regular school attendance and increased school achievement of target youth, as part of the middle school Bridges Program within the Kenosha Unified School District.

**Staff Requirements.** Kenosha County's expectation is that the School Liaison – Middle School Program will provide three (3) Full Time Equivalent positions. One position will be housed at each of the following middle schools: Bullen Middle School, Lincoln Middle School, and Washington Middle School.

**Target Population to be Served.** This program is targeted to serve the students at-risk for truancy, academic failure, and delinquency, in Kenosha Unified School District middle schools.

#### II. SERVICES TO BE PROVIDED

#### Services include but are not limited to the following:

- Assist students with problem solving and other relationship skills, especially as it influences the students' academic progress.
- Assist in supporting student academic success with tutoring and communication with student, teachers, and parents regarding progress.
- Plan and facilitate student community volunteer experiences and curriculum tasks.
- Facilitate parental involvement in the school by contacting hard-to-reach parents, providing transportation, and supporting and coaching parents on how they can support their child's school success.
- Support student attendance and other behaviors that will increase student success.
- Participate in consultations, M team and student intervention team meetings, staff development, "Circle of Courage" inservices, and other school activities as required.
- Services provided by bi-lingual (English/Spanish) staff preferred
- Facilitate evidence-based groups including Smart Move, Girls Circle, 7 Challenges, and Washington Aggression Interruption Training (WAIT).

Oversight and coordination will be provided by Kenosha County Prevention Services Network administration (PSN). As a member of the PSN, the agency will be required to participate in PSN staff development activities, coordinate services across agencies and programs, and participate in Service Review Team as necessary.

**Program Capacity.** 3 staff with monthly caseloads of no less than 12-15 at-risk students per FTE for a total of 70 students per year to be served.

**Services Duration.** Frequency and duration to be determined on a case-by-case basis in coordination with school staff. Average length of service is 7 to 10 months.

#### Service Rates:

Unit of Service: 1 hour

Unit Rate: To be specified by applicant agency in proposal based on direct service hours.

Correlated Medicaid Benefit: Case Management

Methodology: To be proposed by the applicant agency in proposal.

#### III. PERFORMANCE REQUIREMENTS - OUTCOME BASED EVALUATION APPROACH

Kenosha County Department of Human Services (KCDHS) requires an Outcome Based Evaluation (OBE) approach for its programs. KCDHS reserves the right to modify performance requirements, outcome measurement and evaluation plans, in order to ensure that the right outcomes are being assessed and that the performance requirements are appropriate. The contracted agency will be responsible for collecting, maintaining, and reporting on demographics and program outcomes. KCDHS will require use of on-line reporting systems.

**Program Performance & Desired Outcome.** The mission of the School Liaison-Middle School Program is to develop and provide individualized strategies, as well as, to serve as a mentor and advocate for identified children and their families, in order to motivate children and develop family support, so they can improve school attendance and academic achievement, ultimately resulting in increased student success of the target population.

RR 7/2022

### EXHIBIT 3 SCHOOL LIAISON – HIGH SCHOOL PROGRAM SPECIFICATIONS

#### I. INTRODUCTION

**Program Purpose.** The School Liaison Program will provide services that support regular school attendance and increased school achievement of target youth within the Kenosha Unified School District.

**Staff Requirement.** Kenosha County's expectation is that the Contract resulting from this RFP provides four (4) Full Time Equivalent positions. One position will be housed at each of the following high schools: Tremper High School, Bradford High School and Indian Trail High School and Academy.

**Target Population to be Served.** This program is targeted to serve students at-risk for truancy, academic failure, and delinquency, in Kenosha Unified School District high schools.

#### II. SERVICES TO BE PROVIDED

#### Services include but are not limited to the following:

- Assist students with problem solving and other relationship skills, especially as it influences the students' academic progress.
- Assist in supporting student academic success with tutoring and communication with student, teachers, and parents regarding progress.
- Support work experience and career awareness for students through assisting in job searches, coaching on skills necessary for work, and monitoring student progress in job search.
- Plan and facilitate student community volunteer experiences.
- Facilitate parental involvement in the school by contacting hard-to-reach parents, providing transportation, and supporting and coaching parents on how they can support their child's school success.
- Support student attendance and other behaviors that will increase student success.
- Participate in consultations, multi-disciplinary team's staffings, staff development, "Circle of Courage" in-services, and other school activities as required.
- Services provided by bi-lingual (English/Spanish) staff preferred.
- Facilitate evidence-based groups including Girl Circle, 7 Challenges, and Washington Aggression Interruption Training (WAIT).

Oversight and coordination will be provided by Kenosha County Prevention Services Network administration (PSN). As a member of the PSN, the agency will be required to participate in PSN staff development activities, coordinate services across agencies and programs, and participate in Service Review Team as necessary.

**Program Capacity.** 4 staff with monthly caseloads of no less than 12-15 at-risk students per FTE for a total of 100 students per year to be served.

**Service Duration.** Frequency and duration to be determined on a case-by-case basis in coordination with school staff. Average length of service is 6 to 9 months.

#### Service Rates:

Unit of Service: 1 hour

Unit Rate: To be specified by applicant agency in proposal based on direct service hours.

Correlated Medicaid Benefit: Case Management

#### III. PERFORMANCE REQUIREMENTS - OUTCOME BASED EVALUATION APPROACH

Kenosha County Department of Human Services (KCDHS) requires an Outcome Based Evaluation (OBE) approach for its programs. KCDHS reserves the right to modify performance requirements, outcome measurement and evaluation plans, in order to ensure that the right outcomes are being assessed and that the performance requirements are appropriate. The contracted agency will be responsible for collecting, maintaining, and reporting on demographics and program outcomes. KCDHS will require use of on-line reporting systems.

**Program Performance & Desired Outcome.** The mission of the School Liaison-High School Program is to develop and provide individualized strategies, as well as, to serve as a mentor and advocate for identified children and their families, in order to motivate children and develop family support, so they can improve school attendance and academic achievement, ultimately resulting in increased student success of the target population.

RR 7/2022

# EXHIBIT 4 MIDDLE SCHOOL AND HIGH SCHOOL LIAISON PROGRAM GOALS AND OUTCOMES

#### I. INCREASE STUDENT MOTIVATION

#### Indicator(s):

• 63 out of 78 youth enrolled in the program at least one quarter will develop and implement 3 goals and strengths to achieve their goals while in the program (a goal of 80%).

#### II. IMPROVE BEHAVIOR AT SCHOOL

#### Indicator(s):

 63 out of 78 youth enrolled in the program at least one quarter will maintain zero out of school suspensions (OSS) or reduce the number of OSS from program start to closure (a goal of 80%). Exact student numbers being served will be provided in an end of year report.

#### III. PREVENT/REDUCE DELINOUENT BEHAVIOR

#### Indicator(s):

• 63 out of 78 youth successfully completing programming will not be referred to JIS within six months of case closure (a goal of 80%). Exact numbers achieved will be provided in an end of year report.

#### IV. INCREASE PARENTAL INVOLVEMENT

#### Indicator(s):

• 59 out of 78 parents with youth enrolled in the program at least one quarter will participate in at least two educational activities regarding their child per quarter while in the program (a goal of 75%). Exact numbers achieved will be provided in an end of year report.

#### V. IMPROVE ACADEMIC PROGRESS

#### Indicator(s):

- 63 out of 78 youth enrolled in the program at least one quarter will increase the number of classes attended from program start to closure (a goal of 80%). Exact numbers achieved will be provided in an end of year report.
- 24 out of 29 youth referred from the Youth Justice Unit and enrolled in the program at least one quarter will have 80% or better attendance at case closure (a goal of 80%).
- 39 out of 49 youth enrolled in the program at least one quarter and involved in traditional coursework will improve their GPA from program start to case closure (a goal of 80%).
- 24 out of 29 youth enrolled in the program at least one quarter and involved in alternative educational programming will be on target to obtain program requirements (a goal of 80%).

RR 7/2022

### EXHIBIT 5 CONFIDENTIALITY AGREEMENT RELATED TO STUDENT DATA AND INFORMATION

- 1. Student data may be exchanged between Kenosha Unified and Kenosha County Program Evaluation designees with the express purpose of supplying the Bridges Program database with all necessary components.
- 2. Individual student data is understood to be kept strictly confidential and may not be shared beyond the program evaluation staff. Only program evaluation staff will have access to the program evaluation database.
- 3. Once the database has been completed, all original data communication files and copies must be destroyed.
- 4. Program evaluation staff may generate aggregated reports on the Bridges Program/ however, these are not to be distributed unless reviewed by Kenosha Unified administration and Kenosha County Division of Children and Family Services administration.

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#### **Black History Month 2023**

WHEREAS, the origination of Black History Month stems back as far as 1915 when a national celebration of the 50<sup>th</sup> anniversary of emancipation sponsored by the state of Illinois took place to highlight the progress made since the destruction of slavery; and

WHEREAS, every U.S. president since 1976 has officially designated the month of February as Black History Month as a means to celebrate the achievements of black Americans and a time for recognizing the central role of African Americans in U.S. history; and

WHEREAS, it is extremely important to reflect on, recognize and celebrate the contributions and accomplishments of black Americans throughout history, not just in February, but throughout the entire year; and

WHEREAS, by observing Black History Month, we raise awareness of the continuing struggle for freedom and equal opportunity, and bring focus to racial barriers to equal education in public schools and work towards closing racial achievement gaps; and

WHEREAS, corresponding school activities held in February and throughout the school year will encourage students to strive for the best education as a means to fulfill their potential.

*NOW, THEREFORE, BE IT RESOLVED* that Kenosha Unified School District's Board of Education does hereby adopt this resolution to proclaim February as Black History 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		Superintendent of Schools
	Secretary, Board of Education	
	secretary, Board of Education	
	Members of the Board:	
	Resolution 406 January 24, 2023	

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January 24, 2023

#### DONATIONS TO THE DISTRICT

The district has received the following donations:

- 1. Educators Credit Union donated \$600 to Washington Middle School. The donation is to be used for a Spring field trip.
- 2. Sandra Halmo donated \$300 to the KUSD Music Department. This donation was received in December 2022.

#### Administrative Recommendation

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

Dr. Jeffrey Weiss Superintendent of Schools

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#### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 24, 2023

# Tentative Schedule of Reports, Events, and Legal Deadlines for School Board January-February

#### **January**

- January 10, 2023 Personnel Standing Committee Meeting 5:30 P.M.
- January 11, 2023 Special School Board Meeting 5:30 P.M.
- January 16, 2023 District Closed Dr. Martin Luther King, Jr. Day
- January 20, 2023 Second Quarter Ends/Staff Workday/No Students Report
- January 24, 2023 Regular School Board Meeting 7 P.M.

#### **February**

- February 10, 2023 Staff Professional Learning, No Students Report
- February 14, 2023 Standing Committee Meetings
- February 28, 2023 Regular School Board Meeting 7 P.M.

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