



Moral imperative: ALL students will have an equal opportunity to prepare for college and/or careers with the support of highly qualified educators in a learning environment that is resource rich, safe, and welcoming.

REGULAR SCHOOL BOARD MEETING

December 12, 2023 at 7 p.m.

Indian Trail High School and Academy
Auditorium
6800 60th Street, Kenosha WI, 53144

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Regular School Board Meeting
December 12, 2023
Indian Trail High School & Academy Auditorium
6800 60th St.
Kenosha, WI 53144
7:00 PM

I. Pledge of Allegiance	
II. Roll Call of Members	
III. Awards/Recognition	
IV. Superintendent's Report	
V. Legislative Report	
VI. Views and Comments by the Public	
VII. Introduction, Welcome and Comments by Student Ambassador	
VIII. Remarks by the President	
IX. Administrative and Supervisory Appointments	
X. Consent Agenda	
A. Consent/Approve	4
Recommendations Concerning Appointments, Leaves of Absence, Retirements, Resignations and Separations	
B. Consent/Approve	5
Minutes of 11/14/23 Special Meeting and Executive Session, 11/14/23 Regular Meeting, 11/27/23 Special Meeting and Executive Session, 11/29/23 Special Meeting and Executive Session, and 11/29/23 Special Meeting	
C. Consent/Approve	14
Summary of Receipts, Wire Transfers and Check Registers	
D. Consent/Approve	22
Board Policy 3646 - Emergency School Closing and/or Learning Adjustments	
XI. Old Business	
A. Discussion/Action	27
KUSD Rightsizing Committee and Project Update	
XII. New Business	
A. Discussion/Action	29
LakeView Technology Academy Sublease	
B. Discussion/Action	47
WASB Proposed Resolutions 2024	

C. Discussion/Action	58
Amendment and Renewal of Superintendent's Employment Contract	
D. Discussion/Action	59
Resolution in Recognition of National Mentoring Month	
E. Discussion/Action	
Donations to the District	
XIII. Announcements/Updates by Board members (2-minute limit per member)	
<ul style="list-style-type: none"> Per Policy 8710, comments in response to public comments are allowable only if the topic was included in the original notice of the meeting. 	
XIV. Other Business as Permitted by Law	
XV. Tentative Schedule of Reports, Events and Legal Deadlines for School Board	60
(December - January)	
XVI. Predetermined Time and Date of Adjourned Meeting, if Necessary	
XVII. Adjournment	

Kenosha Unified School District

Kenosha, WI

December 12, 2023

The Office of Human Resources recommends the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE
Appointment	Bucher	Audrey	Tremper High School	Security	ESP	12/11/2023	1
Appointment	Elsen	Jodie	Grewenow Elementary School	Classroom	ESP	12/05/2023	0.4
Appointment	Goss	Rachel	Mahone Middle School	Special Education	ESP	11/13/2023	1
Appointment	Haney	Aniyah	Indian Trail HS & Academy	Special Education	ESP	12/04/2023	1
Appointment	Jadniecek	Braedon	Bradford High School	Physical Education	Instructional	11/27/2023	1
Appointment	Kurzac	Ewelina	Jefferson Elementary School	Cross Categorical	Instructional	11/08/2023	1
Appointment	MacPhail	Molly	Stocker Elementary School	Grade 1	Instructional	11/13/2023	1
Appointment	Martin	Gabrielle	Harvey Elementary School	Multi Age 4/5	Instructional	11/28/2023	1
Appointment	Peters	Francisca	Frank Elementary School	ESL Other Language	Instructional	11/14/2023	0.33
Appointment	Ramey	Megan	Brass Community School	Library Media Specialist	Instructional	11/13/2023	1
Appointment	Ramos	Caleb	Bullen Middle School	Business	Instructional	11/07/2023	1
Appointment	Schroeder	Wendy	Bradford High School	English	Instructional	12/11/2023	1
Appointment	Serbedzija	Ashton	Jefferson Elementary School	Night Custodian Second Shift	Facilities	11/20/2023	1
Appointment	Van Hoof	Alexander	Bullen Middle School	Business	Instructional	11/27/2023	1
Appointment	Van Hoof	Marisa	Forest Park Elementary School	Cross Categorical	Instructional	11/21/2023	1
Resignation	Bestland	Lance	Bradford High School	Math	Instructional	11/07/2023	1
Resignation	Burch	Jessica	Bradford High School	English	Instructional	11/22/2023	1
Resignation	Craig	Michelle	Bose Elementary School	Cross Categorical	Instructional	12/19/2023	1
Resignation	Etzelmuller	Rhonda	Title I	Administrative Specialist (12 MO)	ASP	01/03/2024	1
Resignation	Hernandez	Luisana	Whittier Elementary School	Special Education	ESP	12/01/2023	1
Resignation	Hernandez	Alejandra	Bullen Middle School	Special Education	ESP	12/15/2023	1
Resignation	Hill	John	Somers Elementary School	Head Custodian	Facilities	12/15/2023	1
Resignation	Jaramillo	Selena	Bradford High School	Social Studies	Instructional	01/19/2024	1
Resignation	Kirby	Reginald	Lincoln Middle School	SEL Intervention Specialist	Instructional	12/15/2023	1
Resignation	Preiss	Sarah	Southport Elementary School	Administrative Specialist (10 MO)	ASP	01/03/2024	1
Resignation	Ramos	Caleb	Bullen Middle School	Business	Instructional	11/07/2023	1
Resignation	Walther	Megan	Tremper High School	Special Education	ESP	12/15/2023	1
Resignation	Weidner	Sarah	Indian Trail HS & Academy	Cross Categorical	Instructional	12/01/2023	1
Resignation	Wiegert	Nicholas	Tremper High School	Administrative Support (12 MO)	ASP	11/06/2023	1
Retirement	Geiger	Brian	Bradford High School	Principal High School	AST	08/11/2024	1
Retirement	Harris	Billy Dwayne	Grewenow Elementary School	Head Custodian	Facilities	02/21/2024	1
Retirement	Housaman	Julie	Teaching and Learning	Chief Academic Officer	AST	06/30/2024	1
Retirement	Lang	Fay	McKinley Elementary School	Head Start	ESP	06/12/2024	1
Retirement	Murphy	Gail	Bose/Forest Park Elementary	Library Media Specialist	Instructional	06/13/2024	1
Retirement	Schantek	Judy	Somers Elementary School	Grade 5	Instructional	01/19/2024	1
Retirement	Siedjak	Yvonne	Information Services	Administrative Support (12 MO)	ASP	01/19/2024	0.5
Retirement	Surber	Debra	Department of Special Education	Administrative Specialist (12 MO)	ASP	01/10/2024	1
Separation	Gardner	Nathan	Indian Trail HS & Academy	Instrumental Music	Instructional	11/27/2023	1

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SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD NOVEMBER 14, 2023

A special meeting of the Kenosha Unified School Board was held on Tuesday, November 14, 2023, in the School Leadership Conference Room at the John J. Hosmanek Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 6:00 p.m. with the following members present: Mr. Meadows, Mrs. Modder, Mrs. Schmaling, Ms. Stevens, Mr. Price, Mr. Battle and Ms. Adams. Dr. Weiss was 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 was scheduled to follow this special meeting for the purposes of Review of Findings/Order by Independent Hearing Officer, Personnel Problems, Employment Relationship, Compensation and/or Contracts.

Mrs. Modder moved that the executive session be held. Second by Mr. Price. Motion carried unanimously. Moved into closed session at 6:01 p.m.

1. Personnel: Problems

Mr. Kevin Neir, Chief Human Resources Officer, joined the meeting at 6:01 p.m. to update Board members on an employee relations matter.

Mr. Neir departed the meeting at 6:04 p.m.

Mr. Tony Casper entered the meeting at 6:04 p.m.

2. Review of Findings/Order by Independent Hearing Officer

Mr. Casper, Chairman of Administrative Review Committee, presented board members information pertaining to two student expulsions.

Mr. Casper and Dr. Weiss left the meeting at 6:21 p.m.

Mr. Meadows moved to approve the hearing officer's recommendation in regards to first expulsion. Second by Ms. Stevens. Motion carried unanimously.

Mr. Meadows made a motion to accept the hearing officer's recommendation in regards to the second expulsion, with the addition that the Administration bring back a report of how the student is doing two weeks prior to readmission to the boundary school. Second by Mr. Price. Motion carried unanimously.

3. Personnel: Compensation and/or Contracts

Mr. Battle gave an update on Dr. Weiss' contract.

Ms. Stevens moved to adjourn the meeting. Second by Mr. Meadows. Motion carried unanimously.

Meeting adjourned at 6:32 p.m.

Denise Ewing
School Board Secretary

REGULAR MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD NOVEMBER 14, 2023

A regular meeting of the Kenosha Unified School Board was held on Tuesday, November 14, 2023, at 7:00 P.M. in the Board Room of the John J. Hosmanek Educational Support Center. Ms. Adams, President, presided.

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

There were no awards or recognitions.

Dr. Weiss gave the Superintendent's Report.

Mr. Price gave the Legislative Report.

Views and comments were made by the public, beginning at 7:06 p.m.

Mr. Meadows made a motion to extend the time allotted for views and comments. Second by Mr. Price. Motion carried.

There was no student ambassador at this meeting.

Remarks by the President were made by Ms. Adams.

There were no administrative or supervisory appointments.

Mrs. Modder moved to approve the consent agenda as printed in the agenda. Second by Mrs. Schmaling. Motion carried unanimously.

The KUSD Rightsizing Report was presented by Mr. Kris Keckler, Chief Information Officer; Mr. Tarik Hamdan, Chief Financial Officer; Mrs. Tanya Ruder, Chief Communications Officer; Mrs. Julie Housaman, Chief Academic Officer; Mr. Kevin Neir, Chief Human Resources Officer; Mr. Jeff Marx, Transportation Supervisor; and Dr. Weiss. Additional information was then given by Mr. William Haithcock, Chief of School Leadership, along with other School Leadership personnel, regarding boundary changes and the affected schools of the different scenarios.

No motions were made, as this was an informational item.

Mr. Price made a motion to extend the board meeting past the time of 10:00 p.m. Second by Ms. Stevens. Motion carried unanimously.

Mrs. Housaman presented a Course Change Proposal: Digital Art Exploration submitted by herself, Dr. Weiss, and Mr. Scott Plank, Coordinator of Fine Arts.

Ms. Stevens made a motion to grant approval for the addition of Digital Art Exploration for the district high schools. Second by Mr. Price. Motion carried unanimously.

Mrs. Housaman presented a Course Change Proposal: Capstone in Journalism and ComAC Studios submitted by herself, Dr. Weiss, Mr. Che Kearby, Coordinator of Secondary English Language Arts and Social Studies, and Mr. Aaron Williams, Coordinator of Career and Technical Education.

Mrs. Modder made a motion to grant approval for the addition of Capstone in Journalism and ComAC Studios to the Communications Academy at Indian Trail High School and Academy. Second by Ms. Stevens. Motion carried unanimously.

Mrs. Housaman presented a Course Change Proposal: Engineering Essentials and Introduction to Design, Engineering, and Technology submitted by herself, Dr. Weiss, and Mr. Williams.

Mr. Battle made a motion to grant approval to remove Introduction to Design, Engineering, and Technology and replace it with Engineering Essentials at the district high schools. Second by Mr. Meadows. Motion carried unanimously.

Mr. Keckler presented the 2024-2025 Proposed Updates to 2024-2025 Instructional Calendar submitted by himself, Dr. Weiss, Mr. Haithcock, and Mrs. Housaman.

Mrs. Modder made a motion to accept the proposed changes to the Instructional Calendar for 2024-2025. Second by Ms. Stevens. Motion carried unanimously.

Mr. Hamdan presented the 2023-2024 Adopted Budget Book as submitted by himself and Dr. Weiss.

No motions were made, as this was an informational item.

Mr. Hamdan presented the Preliminary 2024-25 Budget Discussion as submitted by himself and Dr. Weiss.

No motions were made, as this was an informational item.

Mrs. Ruder presented changes to Board Policy 3643 – Emergency School Closings and/or Learning Adjustments (first reading) as submitted by herself and Dr. Weiss, noting that the district no longer uses Twitter (now X), so all specific references to social media have been removed from district branding.

Mrs. Modder made a motion to approve revised Policy and Rule 3643 – Emergency School Closings and/or Learning Adjustments as a first reading. Second by Ms. Stevens. Motion carried unanimously.

Ms. Stevens presented a donation to the District in the amount of \$744 for painting supplies from Home REfresh to Lincoln Middle School. Ms. Stevens made a motion to accept this donation. Second by Mr. Price. Motion carried unanimously.

There were no Board Member announcements made.

Ms. Stevens moved to adjourn the meeting. Second by Mr. Price. Motion carried unanimously.

Meeting adjourned at 10:46 p.m.

Denise Ewing
School Board Secretary

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SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD NOVEMBER 27, 2023

A special meeting of the Kenosha Unified School Board was held on Monday, November 27, 2023, in the Board Room at the John J. Hosmanek Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:04 p.m. with the following members present: Mr. Meadows, Mrs. Modder, Mrs. Schmaling, and Ms. Stevens. Dr. Weiss, Mr. Neir, Attorney Christine Hamiel from Attolles Law, s.c., Attorney Lori Lubinsky from Axley Attorneys, and Ms. Susan Taylor, court reporter, were also present.

Mrs. Modder, Vice President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District. Notice of this special meeting was given to the public by forwarding a copy of the notice to all requesting radio stations and newspapers.

Mrs. Modder announced that an executive session had been scheduled to follow this special meeting to deliberate concerning a case which was the subject of a quasi-judicial hearing before the Board, to consider the dismissal or discipline of a public employee, the investigation of charges against such person, the taking of formal action on any such matter, and to consider the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

Mr. Meadows moved that the executive session be held. Mrs. Schmaling seconded the motion. Motion carried unanimously. Moved into executive session at 5:06 p.m.

Mr. Battle arrived at 5:07 p.m.

1. Termination Hearing

Attorney Labinsky noted that the District sent a notice of hearing letter to the employee.

Attorney Hamiel noted that the statement of charges was not sent with the letter dated 11-17-23, but was later sent on 11-22-23. The original letters were sent to the employee's home address, although he is currently in custody awaiting disposition of charges in the Kenosha County jail. Copies of the notice were sent to the jail and delivered on 11-24-23.

Mr. Kevin Neir, Chief Human Resources Officer, was sworn in by the court reporter. Mr. Neir presented information to the board including student statements, interviews, employee statement, and all the exhibits in relation to the termination of the District employee. With the employee's admission and statements to Administration, the District recommends termination as the appropriate action.

10
Board members were given time to ask questions.

Dr. Jeff Weiss, Superintendent, was sworn in at 5:19 p.m. by the court reporter and was allowed to answer the board's questions along with Mr. Neir.

Board members and Attorney Lori Lubinsky moved to the small board room to discuss the case privately. There was consensus for termination of the District employee.

Mrs. Modder made a motion to reconvene open session in the Board Room. Second by Mr. Meadows. Motion carried unanimously.

Open session was reconvened at 5:28 p.m.

Mr. Battle made a motion to terminate the employment of Mr. Nathan Gardner, as well as to terminate the employment contract between Mr. Gardner and KUSD. Second by Mr. Meadows. Motion carried unanimously.

Ms. Stevens moved to adjourn the meeting. Second by Mr. Meadows. Motion carried unanimously.

Meeting adjourned at 5:33 p.m.

Denise Ewing
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD NOVEMBER 29, 2023

A special meeting of the Kenosha Unified School Board was held on Wednesday, November 29, 2023, in Room 110 at Reuther Central High School. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:06 p.m. with the following members present: Mr. Meadows, Mrs. Modder, Mrs. Schmaling, Ms. Stevens, Mr. Price, and Ms. Adams. Dr. Weiss was also present. Mr. Battle arrived late via telephone.

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 was scheduled to follow this special meeting for the purposes of Compensation and/or Contracts.

Mr. Meadows made a motion to move into executive session. Second by Mr. Price. Motion carried unanimously. Moved into closed session at 5:08 p.m.

Mr. Battle arrived via telephone at 5:15 p.m.

1. Compensation and/or Contracts

Board members discussed Dr. Weiss's current contract, proposed amendments, and the renewal of his 2024-26 contract.

Mrs. Schmaling moved to adjourn the meeting. Second by Mr. Price. Motion carried unanimously.

Meeting adjourned at 5:26 p.m.

Denise Ewing
School Board Secretary

A SPECIAL MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD NOVEMBER 29, 2023

A special meeting of the Kenosha Unified School Board was held on Wednesday, November 29, 2023, at 5:30 p.m. in the Auditorium at Reuther Central High School. The purpose of this meeting was for Views and Comments by the Public, Rightsizing Committee Feedback from Initial Scenarios, and Discussion/Possible Action – Presentation of Rightsizing Recommendations.

The meeting was called to order at 5:40 p.m. with the following members present: Mr. Battle, Mr. Meadows, Mrs. Modder, Mrs. Schmaling, Ms. Stevens, Mr. Price, and Ms. Adams. Dr. Weiss was 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.

Views and comments were made by the public.

Mr. Price made a motion to extend the public views and comments time past 45 minutes. Second by Ms. Stevens. Motion carried unanimously.

Views and comments by the public continued.

Mr. Kris Keckler, Chief Information Officer, presented a powerpoint of the Rightsizing Committee feedback from initial scenarios and the Rightsizing Recommendations, along with Mr. Tarik Hamdan, Chief Financial Officer; Ms. Wendy Tindall, Regional Coordinator of Elementary School Leadership; Ms. Kim Fischer, Regional Coordinator of Secondary School Leadership; Mr. William Haithcock, Chief of School Leadership; Mr. Pat Finnemore, Director of Facilities; and Dr. Weiss, Superintendent.

Board members were given time to ask questions throughout the presentation.

Mr. Meadows made a motion to accept the Elementary recommendation, Middle School recommendation, and Recommendation #1 for the High School scenario. Second by Mrs. Schmaling. Motion failed 5-2.

Motion to Adjourn made by Ms. Stevens. Second by Mr. Price. Motion carried unanimously.

Meeting adjourned at 8:27 p.m.

Denise Ewing
School Board Secretary

Kenosha Unified School District
Kenosha, Wisconsin
Summary of Cash Receipts and Disbursements
December 12, 2023

CASH RECEIPTS	reference	total
November 2023 Wire Transfers-In, to Johnson Bank from:		
WI Department of Public Instruction	<i>state aids register receipts</i>	\$ 6,863,928.35
Bankcard Services (MyLunchMoney.com)	<i>food services credit card receipts (net of fees)</i>	46,779.68
Bankcard Services (Purplepass)	<i>fine arts ticket sales receipts (net of fees)</i>	12,583.66
Bank (Infinite Campus)	<i>district web store receipts (net of fees)</i>	66,542.04
Retired & Active Leave Benefit Participants	<i>premium reimbursements</i>	45,600.21
HHS	<i>head start grant</i>	465,601.57
USAC	<i>E-Rate</i>	668,386.77
Various Sources	<i>small miscellaneous grants / refunds / rebates</i>	18,925.20
Total Incoming Wire Transfers		8,188,347.48
November 2023 Deposits to Johnson Bank - All Funds:		
General operating and food services receipts	<i>(excluding credit cards)</i>	127,376.93
TOTAL NOVEMBER CASH RECEIPTS		\$ 8,315,724.41

CASH DISBURSEMENTS	reference	total
November 2023 Wire Transfers-Out, from Johnson Bank to:		
<i>Payroll & Benefit wires</i>		
Individual Employee Bank Accounts	<i>net payrolls by EFT (net of reversals)</i>	\$ 12,675,096.96
WI Department of Revenue	<i>state payroll taxes</i>	720,687.92
WI Department of Revenue	<i>state wage attachments</i>	5,111.18
IL Department of Revenue	<i>IL state payroll taxes</i>	11,916.14
IRS	<i>federal payroll taxes</i>	4,220,376.86
Delta Dental	<i>dental insurance premiums</i>	227,624.48
Diversified Benefits Services	<i>flexible spending account claims</i>	10,980.57
Employee Trust Funds	<i>wisconsin retirement system</i>	3,430,668.15
NVA	<i>vision insurance premiums</i>	19,108.98
Optum	<i>HSA</i>	428,256.03
Various	<i>TSA payments</i>	481,245.51
<i>Subtotal</i>		<u>22,231,072.78</u>
<i>General Operating Wires</i>		
US Bank	<i>purchasing card payment-individuals</i>	188,749.72 *
Kenosha Area Business Alliance	<i>LakeView lease payment</i>	18,371.22
United Healthcare	<i>health insurance premiums</i>	4,498,786.86
Johnson Bank CD	<i>Bradford - Jason B Ostman Scholarship</i>	27,125.00
Various	<i>returned checks</i>	500.00
<i>Subtotal</i>		<u>4,733,532.80</u>
Total Outgoing Wire Transfers		<u>\$ 26,964,605.58</u>

November 2023 Check Registers - All Funds:		
Net payrolls by paper check	<i>Register# 01022DP, 01023DP 01024DP</i>	\$ 9,153.45
General operating and food services	<i>Check# 628374 thru Check# 629365 (net of void batches)</i>	4,829,506.45
Total Check Registers		<u>\$ 4,838,659.90</u>
TOTAL NOVEMBER CASH DISBURSEMENTS		\$ 31,803,265.48

*See attached supplemental report for purchasing card transaction information

KUSD Purchasing Card Program - Individual Cardholders

Transaction Summary by Merchant

Billing Cycle Ending November 15, 2023

Merchant Name	Total
RESTAURANTS & CATERING	\$ 12,497.36
NORTHERN MECHANICAL...	\$ 8,343.44
HOTEL	\$ 8,270.88
VEHICLE MAINT. & FUEL	\$ 6,459.02
RAYNER AND RINN SCOTT	\$ 6,100.00
IC* INSTACART	\$ 5,869.39
AIRLINE	\$ 5,864.20
S&K THEATRICAL DRAPERY	\$ 5,147.38
CNK*CINEMARK HQ 001	\$ 4,757.00
MARK'S PLUMBING PARTS	\$ 4,463.85
IN *BACKYARD DREAM STUDIO	\$ 4,050.00
IN *A BEEP, LLC	\$ 3,942.50
USPS.COM POSTAL STORE	\$ 3,573.20
HALLMAN LINDSAY PAINTS -	\$ 3,495.03
CHESTER ELECTRONIC SUPPLY	\$ 3,369.43
(PC) 3654 INTERSTATE	\$ 3,349.79
AMZN MKTP US*YI3S96V13	\$ 3,285.00
MCCORMICK'S GROUP LLC	\$ 3,120.90
MENARDS KENOSHA WI	\$ 3,093.89
PBBS EQUIPMENT CORPORA	\$ 2,922.58
FLUID HANDLING INC	\$ 2,883.00
BUILDING CONTROLS & SOLUT	\$ 2,718.24
HAJOCA KENOSHA PC354	\$ 2,693.88
TEAMVIEWER.COM	\$ 2,482.92
SHERWIN WILLIAMS 703481	\$ 2,148.75
ZOHO CORPORATION	\$ 1,795.00
KITCHENAID KCSC	\$ 1,772.34
WATCO INDUSTRIAL FLOORING	\$ 1,724.76
NATIONALASS	\$ 1,696.00
HIGHWAY C SERVICE INC	\$ 1,689.27
GREENHECK FAN CORP	\$ 1,534.00
MILWAUKEE COUNTY ZOO	\$ 1,476.00
AMZN MKTP US*9L7AR9WS3	\$ 1,460.00
SQ *MASTERS BUILDING SOLU	\$ 1,376.68
IN *ECONO HOLDING COMPANY	\$ 1,328.70
SQ *KROLL'S FALL HARVEST	\$ 1,302.95
HEAT & POWER PRODUCTS INC	\$ 1,296.91
ULINE *SHIP SUPPLIES	\$ 1,279.60
HOLLAND SUPPLY INC	\$ 1,239.25
VYRON CORPORATION	\$ 1,222.08
MARTIN FORD SALES	\$ 1,183.91
KIMBALL MIDWEST PAYEEZY	\$ 1,180.13
GEMINI BUILDS IT & SHOW	\$ 1,174.81
TAILORED LABEL PRODUCTS	\$ 1,144.29
COSTCO WHSE #1198	\$ 1,124.89
FSP*AMERICAN OUTFITTERS L	\$ 1,104.90
AWSA	\$ 1,092.00

KUSD Purchasing Card Program - Individual Cardholders

Transaction Summary by Merchant

Billing Cycle Ending November 15, 2023

Merchant Name	Total
CHRISTOPHER R GREEN SR	\$ 1,029.00
WISCONSIN FOUNDATION F	\$ 1,020.00
MILWAUKEE ADMIRALS	\$ 1,000.00
FOUNDATION BLDG 270	\$ 979.00
ZORN COMPRESSOR & EQUIPM	\$ 937.76
BRAY SALES INC	\$ 865.55
THE CHICAGO WOLVES	\$ 840.00
WASC	\$ 792.00
VIKING ELECTRIC - KENOSHA	\$ 777.49
MUSIC THEATRE INTERNATIO	\$ 740.00
AMZN MKTP US*934KQ2F13	\$ 730.00
WAL-MART #1167	\$ 706.63
STERICYCLE INC/SHRED-IT	\$ 702.26
SIGNARAMA	\$ 700.00
LOWES #02560*	\$ 683.52
SQ *BETTY BRINN CHILDREN'	\$ 634.00
FIRST SUPPLY KENOSHA	\$ 632.43
LAWRENCE UNIV	\$ 601.00
EVERYTHING BRANDED	\$ 592.80
INSTANT BRANDS LLC	\$ 575.81
JIFFYSHIRTS.COM	\$ 568.82
WISCONSIN ASSOCIATION OF	\$ 550.00
APPLE HOLLER	\$ 548.00
SEESAW FOR SCHOOLS	\$ 547.50
AMZN MKTP US*W39XY5OX3	\$ 544.35
DASH MEDICAL GLOVES	\$ 500.00
WALMART.COM 8009666546	\$ 495.08
IN *KAIN ENERGY CORPORATI	\$ 494.37
ASSOCIATION FOR CAREER	\$ 481.26
SAMS CLUB #6331	\$ 480.41
LIFETOUGH NSS MOBILE	\$ 480.35
AIR FLOW INC	\$ 470.00
WFEA	\$ 455.00
IN *SNO SITES	\$ 450.00
CML LEAGUES	\$ 440.00
CHEERSOUNDS	\$ 438.00
GIVEBUTTER* UNITED WAY	\$ 431.51
AMERICAN COUNCIL ON THE T	\$ 425.00
WONDERLAND CAMP & CONFE	\$ 423.90
SAMSClub.COM	\$ 409.00
L & S ELECTRIC, INC.	\$ 405.00
WISCONSIN SCHOOL SAFETY	\$ 375.00
WPY*FBLA HQ	\$ 374.00
RACINE ZOO OFFICE	\$ 373.00
MCMaster-CARR	\$ 369.88
BURRIS EQUIPMENT CO.	\$ 364.80
HOMETOWN MEATS	\$ 354.50

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

Billing Cycle Ending November 15, 2023

Merchant Name	Total
MAXON EQUIPMENT INC.	\$ 351.17
IN *IMAGINE U, LLC	\$ 350.00
SP CHILD1ST	\$ 349.95
OFFICEMAX/DEPOT 6358	\$ 335.57
SHERWIN WILLIAMS 703180	\$ 326.18
AMZN MKTP US*6N3PS0173	\$ 324.14
ON DECK SPORTS	\$ 322.92
MAILCHIMP *MISC	\$ 310.00
GFS STORE #1919	\$ 307.25
US CARGO CONTROL	\$ 300.34
VISTAPRINT	\$ 298.91
AURORA TRAINING ADVANT	\$ 298.00
EB WICUG 2023 FALL CO	\$ 275.00
LYNCH TRUCK CENTER	\$ 272.70
MONSTER JANITORIAL LLC	\$ 263.21
PIGGLY WIGGLY #209	\$ 254.81
PAYPAL *FIELDPRINT	\$ 234.00
FESTIVAL FOODS	\$ 231.22
FASTENAL COMPANY 01WIKEN	\$ 226.98
U-HAUL MOVING & STORAGE O	\$ 222.18
DOLLAR TREE, INC.	\$ 221.55
REINDERS BRISTOL	\$ 210.59
MID STATE EQUIP SALEM 010	\$ 209.32
SP FLIPPER DEVICES	\$ 208.90
SP CUTECH TOOL LLC	\$ 207.94
4IMPRINT, INC	\$ 207.91
TOWN & COUNTRY GLASS	\$ 207.75
FACEBK ADS	\$ 203.00
CASAS	\$ 202.92
KENOSHA PUB MUSEUM	\$ 200.00
THE GLACIER GROUP	\$ 199.37
SMARTTEAMBUILDING.COM	\$ 199.00
METAL SUPERMARKETS WAUKES	\$ 193.51
AMZN MKTP US*Y135W3KG3	\$ 191.70
FSP*COUNCIL FOR PROFESSIO	\$ 190.00
GFS ECOMM #1919	\$ 189.47
RAPID DEFENSE	\$ 189.00
IN *GOOD ARMSTRONG TRAINI	\$ 185.00
AMZN MKTP US*DG2ZI9FU3	\$ 184.24
PIGGLY WIGGLY	\$ 183.10
REVERE ELECTRIC SUPPLY CO	\$ 176.80
GENERATIONGENIUS.COM	\$ 175.00
MAXISHARE	\$ 175.00
SP NINJA TRANSFERS DTF	\$ 166.67
SPECTRUM	\$ 166.53
AMZN MKTP US*JT7DU6VN3	\$ 166.45
JOHNSTONE SUPPLY - RACINE	\$ 166.32

KUSD Purchasing Card Program - Individual Cardholders

Transaction Summary by Merchant

Billing Cycle Ending November 15, 2023

Merchant Name	Total
AMERICAN RED CROSS	\$ 165.00
AMZN MKTP US*P00VC2MC3	\$ 159.09
SCHOOL CASH SUPPLIES	\$ 158.95
IN *B AND L OFFICE FURNIT	\$ 158.00
ALGAE RESEARCH SUPPLY	\$ 157.51
SAN-A-CARE	\$ 156.14
WM SUPERCENTER #1167	\$ 151.98
THE WEBSTAURANT STORE INC	\$ 149.99
ZOOM.US 888-799-9666	\$ 149.90
EB 2023 KENOSHA NAACP	\$ 149.58
SP LEAGUE OUTFITTERS	\$ 140.99
USPS PO 5642800260	\$ 132.00
B2B PRIME*SW7XO5E33	\$ 129.00
WPY*CONTINUING EDUCATION	\$ 128.00
MENARDS RACINE WI	\$ 120.97
AMZN MKTP US*H70RV3SE3	\$ 115.40
FACEBK R9SJBWBDL2	\$ 110.70
WASBO FOUNDATION	\$ 110.00
TOOLS 4 FLOORING	\$ 108.63
TOTALLY PROMOTIONAL	\$ 107.61
MEIJER # 292	\$ 105.56
OTC BRANDS INC	\$ 104.37
AMZN MKTP US*5N14D6CV3	\$ 99.98
NATL CCL TEACHERS OF MATH	\$ 99.00
GOOSECHASE.COM	\$ 99.00
PADLET* PADLET SOFTWARE	\$ 96.00
D W DAVIES & CO INC	\$ 93.11
AMZN MKTP US*3P8576J73	\$ 91.98
PODS 9/100	\$ 91.38
PAYPAL *GAP	\$ 85.00
PAYPAL *ANTHROPOLOG	\$ 83.95
WALMART.COM	\$ 81.33
PACIFIC NORTHWEST PUBLISH	\$ 80.25
PARTSWH COM	\$ 77.62
AMZN MKTP US*LV73D1QD3	\$ 76.84
AMZN MKTP US*DU1WE3S23	\$ 76.54
ASOPE	\$ 76.00
AMZN MKTP US*TP5JP11Y1	\$ 75.98
AMAZON.COM*Z98Z780Y3	\$ 75.40
UWM ONLINE EVENTS TICKETS	\$ 75.00
MONOPRICE, INC.	\$ 74.91
AMZN MKTP US*E978I7ZD3	\$ 69.85
MEDICALESHP	\$ 68.59
DICKSSPORTINGGOODS.COM	\$ 68.56
FACEBK 5LZCEVKDL2	\$ 68.46
SHIFFLEREQUIP.COM	\$ 68.36
WAL-MART #1430	\$ 66.52

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

Billing Cycle Ending November 15, 2023

Merchant Name	Total
ONLINE LABELS, INC.	\$ 65.84
AATSP	\$ 65.00
LOWES #00907*	\$ 63.28
NATIONAL AWARDS	\$ 62.00
GIMKIT PRO - 1 YEAR	\$ 59.88
MEIJER # 284	\$ 57.60
AED SUPERSTORE	\$ 57.14
AMZN MKTP US*2Y8JI3DL3	\$ 52.93
PY *CESA #1	\$ 50.00
TIM*TIME FOR KIDS MAG	\$ 49.50
MILW PUBLIC MUSEUM	\$ 48.00
SP SHOP DECA	\$ 45.96
IC* COSTCO BY IN CAR	\$ 45.37
MICHAELS #9490	\$ 45.33
LITTLE FREE LIBRARY	\$ 45.09
SQ *KENOSHA SAFETY FUND	\$ 45.00
ALDI 64051	\$ 43.46
AMZN MKTP US*TD6P90OV2	\$ 42.89
PIGGLY WIGGLY #037	\$ 42.61
WISCONSIN EDUCATIONAL MED	\$ 42.00
PIGGLY WIGGLY #343	\$ 40.75
ZORO TOOLS INC	\$ 40.08
SMK*WUFOO.COM CHARGE	\$ 39.00
AMZN MKTP US*PU8LH0TF3	\$ 38.80
AMAZON.COM*F31J757E3	\$ 37.81
AMZN MKTP US*606186AY3	\$ 36.91
AMZN MKTP US*LM10D1EU3	\$ 35.95
CERMAK MILWAUKEE	\$ 35.57
THE MATH LEARNING CENTER	\$ 35.00
PICK N SAVE #856	\$ 34.89
BATTERIES PLUS #0561	\$ 34.72
TAYLOR & FRANCIS	\$ 33.72
PROMETHEAN INC	\$ 33.00
DOLLAR TREE	\$ 32.08
UDEMY: ONLINE COURSES	\$ 31.64
ADOBE INC.	\$ 31.64
COMPREHENCLASSROOM	\$ 30.00
INTERNATIONAL LITERACY AS	\$ 29.00
PICK N SAVE #874	\$ 25.75
FACEBK RKMW5WBDL2	\$ 25.00
AMZN MKTP US*CF89B6IC3	\$ 24.98
FACEBK KUHWFVKCL2	\$ 24.72
AMAZON.COM*E23PZ9353	\$ 24.45
AMAZON.COM*940RO0GD3	\$ 24.10
SCREENCAST-O-MATIC	\$ 24.00
AMAZON.COM*WR42C5J33	\$ 23.71
AMZN MKTP US*0K2Y72DH3	\$ 23.25

KUSD Purchasing Card Program - Individual Cardholders

Transaction Summary by Merchant

Billing Cycle Ending November 15, 2023

Merchant Name	Total
AMAZON.COM*X46TC7TF3	\$ 22.80
AMZN MKTP US*U84Z11QM3	\$ 20.98
FACEBK *A3R6VVXCL2	\$ 20.48
CHATGPT SUBSCRIPTION	\$ 20.00
DICKS SPORTING GOODS#753	\$ 19.98
FACEBK FK9XHVFDL2	\$ 18.64
FACEBK *WKJA9VFDL2	\$ 17.95
AMAZON PRIME*AI6NC4IM3	\$ 15.05
THE UPS STORE 3860	\$ 13.46
DRAMANOTEBOOK COM	\$ 12.95
CROWN TROPHY	\$ 12.95
AMZN MKTP US*TZ42M5BQ3	\$ 12.89
TOP CHOICE TENTS INC	\$ 12.00
HOERNEL LOCK & KEY INC-KE	\$ 11.96
FACEBK *29F92V7DL2	\$ 11.77
SPOTIFY USA	\$ 11.59
AMZN MKTP US*TD7MZ2OS2	\$ 10.86
PARTY CITY 5174	\$ 6.65
VIKING ELECTRIC-MILWAUKEE	\$ 5.89
FACEBK YM8HNUTCL2	\$ 5.36
GROUPGREETING	\$ 4.99
FACEBK T84ZQVXCL2	\$ 3.71
FACEBK *XCVLJVPCL2	\$ 3.00
FACEBK NK4J8VKCL2	\$ 2.88
FACEBK *3LTDHVVXCL2	\$ 2.00
FACEBK *48945V3DL2	\$ 2.00
FACEBK *9RFFKVXCL2	\$ 2.00
PRAIRIE SIDE ACE HARDWARE	\$ 0.99
FACEBK EHGf8VKCL2	\$ 0.04
FACEBK 8CYWEUTCL2	\$ 0.03
FACEBK FFKQGU7DL2	\$ 0.03
VUDU.COM	\$ (2.10)
AMZN MKTP US	\$ (10.54)
FESTIVAL FOODS SSS	\$ (24.00)
AMAZON.COM	\$ (54.15)
LYNCH CHEVROLET OF KENOSH	\$ (1,000.00)
HYDRO-FLO PRODUCTS INC	\$ (1,253.40)
US Bank Purchasing Card Payment - Individuals	\$ 188,749.72

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

December 12, 2023

Administrative Recommendation

It is recommended that the November 2023 cash receipt deposits totaling \$127,376.93, and cash receipt wire transfers-in totaling \$8,188,347.48, be approved.

Check numbers 628374 through 629365 (net of voided batches) totaling \$4,829,506.45, and general operating wire transfers-out totaling \$4,733,532.80, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the November 2023 net payroll and benefit EFT batches totaling \$22,231,072.78, and net payroll check batches totaling \$9,153.45, 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

December 12, 2023
Board of Education Meeting

**POLICY AND RULE 3643 – EMERGENCY SCHOOL CLOSINGS
AND/OR LEARNING ADJUSTMENTS**

Background:

Policy 3643 was developed to give the Superintendent and/or their designee guidance when determining whether or not to close schools due to inclement weather and/or emergencies/crises. The policy has been adjusted to clean up where information will be shared and/or posted when a closure is needed.

Administration Recommendation:

Administration recommends that the board approve revised Policy and Rule 3643 – Emergency School Closings and/or Learning Adjustments as a second reading on Dec. 12, 2023.

Dr. Jeffrey Weiss
Superintendent of Schools

Tanya Ruder
Chief Communications Officer

POLICY 3643

EMERGENCY SCHOOL CLOSINGS AND/OR LEARNING ADJUSTMENTS

Only the superintendent of schools and/or their designee is authorized to close school buildings due to inclement weather and/or intermittent emergency/crisis situations. If the decision to close buildings is made, a public announcement will be made via various platforms no later than 5 a.m. unless emergency circumstances require otherwise. In the instance of long-term situations, such as a pandemic, decisions regarding closures and/or learning adjustments shall include board discussion and action unless mandated by the state or federal government.

If a public announcement is not made by 5 a.m. on any given day, schools will be open and following their regular schedules.

The superintendent reserves the right to close the district for *all* students and staff if deemed necessary.

LEGAL REF.: Wisconsin Statutes Sections

- 115.01(10) [School day definition]
- 121.02(1)(f) [School district standards; minimum hours of instruction]
- 121.56 [School bus routes]
- 118.15 [Compulsory school attendance]

CROSS REF.: Policy 3511 - Transportation

Policy 5310 - Student Attendance

Policy 6210 - School Year Calendar

Employee Handbook

Emergency Operations Plan

AFFIRMED: Sept. 24, 1991

REVISED: Jan. 29, 2002

Oct. 28, 2003

Dec. 18, 2007

Sept. 23, 2014

Oct. 28, 2014

Sept. 22, 2015

March 28, 2017

July 25, 2017

June 26, 2018

Sept. 24, 2019

Dec. 8, 2020

July 26, 2022

Dec. 12, 2023

RULE 3643

EMERGENCY SCHOOL CLOSINGS AND/OR LEARNING ADJUSTMENTS

The district puts student safety first, which is why several factors are taken into consideration when determining whether to close buildings due to inclement weather and/or emergency/crisis situations, such as:

- Whether a weather warning has been issued and remains in effect at or after 5 a.m. of the day in question
 - Warnings issued in advance are often canceled due to a change in storm systems and the district does not want to make decisions based on inaccurate data/information
- Whether there is a sustained wind chill of -34 degrees or lower
- Whether there is a sustained temperature of -20 degrees or lower
- Whether there is or will be a heavy accumulation of snow, especially during typical travel times to and from school
 - Are streets and sidewalks clear?
 - Are buses unable to run due to extreme cold or unplowed streets?
 - Are driving conditions hazardous?
 - Are there power or phone outages?

If school is not canceled and a parent/guardian believes their child is safer at home, the parent/guardian may keep their child home. Keeping a child home due to weather will be recorded as an excused absence on the student's record per Policy 5310 and Wis. Statute 118.15 so long as parents/guardians report the absence in a timely manner.

In the event schools are closed or the arrival time is changed due to inclement weather and/or emergency/crisis situations, an announcement will be made:

- **→ Via email and/or text message to all families and staff who have updated and accurate contact information listed in student and staff databases.** ~~opted in to receive texts from KUSD and have a cell phone listed in Infinite Campus;~~
- **On the KUSD and school websites (kUSD.edu), KUSD Channel 20, social media platforms Facebook.com/kenoshaschools, Twitter.com/KUSD, Instagram.com/Kenoshaschools, and 262-359-SNOW (7669).** ;
- **Via the appropriate avenues to be shared on local and extended news station platforms.** ~~WTMJ 4, FOX 6, WISN 12, CBS 58, local radio stations, and Kenosha News no later than 5 a.m. unless emergency circumstances require otherwise.~~

Announcements will be made by 5 a.m. unless emergency circumstances require otherwise. If schools are closed, all after-school activities, including sports, fine arts and evening events, also will be canceled. When KUSD schools are closed, no transportation will be provided to private and parochial schools.

THREE PROCEDURES TO LOOK/LISTEN FOR

Unless notified otherwise, Procedure 1 is in effect. Nothing prevents the district from enacting any of the procedures below on a case-by-case basis if impending emergencies/crises are isolated to individual schools/buildings.

- **Procedure 1:** All schools in KUSD will be open today. Students and staff are expected to attend.
- **Procedure 2:** All schools in KUSD will open two hours late, and buses that transport students

RULE 3643

EMERGENCY SCHOOL CLOSINGS AND/OR LEARNING ADJUSTMENTS - Page 2

will be running approximately two hours late. There will be no a.m. or p.m. early childhood, speech impact or 4K classes.

- **Procedure 3:** All schools in KUSD will be closed; no students are expected to report. The Kenosha Senior Center also will be closed. KUSD employees - see below for attendance guidelines.

STAFF REPORTING REQUIREMENTS:

Two (2) days are built into the academic calendar for school closings.

If Procedure 1 is enacted, staff will be expected to report to work at their assigned buildings as normally scheduled.

If Procedure 2 is enacted, staff will be expected to report to work at their assigned buildings as normally scheduled.

If Procedure 3 is enacted, only specified facilities staff shall report to work the first two days, no others shall report to work. Specified facilities staff include those required for snow removal and/or other maintenance needs as indicated by his/her supervisor. ~~These individuals shall receive flextime for the day(s) worked that must be used by June 30 of the school year in which the closings occur.~~

Beyond the first two days: Teachers, educational support professionals and interpreters should not report to work when school is closed due to weather or emergency purposes, but must make up state mandated student contact time at a future date(s) to be determined by administration.

Administrative, supervisory, technical personnel; administrative support professionals; community and support; facilities; and food service must report to work or take a vacation or personal day.

Timesheet employees will not be required to work when schools are closed and will not be compensated unless their direct supervisor requests otherwise, in which case a timesheet for hours worked must be submitted.

INDOOR/OUTDOOR GUIDELINES

1. General guidelines: 10 degrees or below, wind chill factor of 0 degrees or below and rain/drizzle/blizzard = indoor recess, indoor noon recess and early entrance to door areas/hallways.
2. Administrator's responsibilities: Principals are responsible for the timely implementation of the guidelines, reasonable supervision of students under all circumstances and informing parents each

year of the district's expectations regarding indoor periods due to weather conditions.

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KENOSHA UNIFIED SCHOOL DISTRICT

December 12, 2023

KUSD Rightsizing Committee & Project Update

The KUSD School Board was presented with staff recommendations for the Rightsizing Project at the November 29, 2023, special board meeting. Staff responded to questions during that meeting for further consideration. Those recommended scenarios were also discussed at the December 7, 2023, Kenosha Rightsizing Committee meeting. During this eighth and final meeting, the committee members interacted with KUSD administration and analyzed updated demographic and enrollment projections regarding each recommendation and provided feedback.

The recommended scenarios were developed using different variables and data sources while trying to meet the Board's initial objective of 80% functional utilization.

KUSD Elementary Schools Recommended Scenario:

- **Proposed Closures:** EBSOLA-Creative Arts (boundary school only), Jefferson, McKinley, Stocker and Vernon
- **Impacted Boundaries:** Nearly all boundary elementary schools
- **Projected K-5 Displacement:** Approximately 20% of currently enrolled students
- **Identified Savings:** \$5 MM

Elementary Boundary Utilization	Projected Boundary Utilization per Scenario	
2023	2025	2027
64.7%	82.3%	80.2%

KUSD Middle Schools Recommended Scenario:

- **Proposed Closure:** Lincoln
- **Proposed Move:** Washington to EBSOLA Building
- **Impacted Boundaries:** Bullen, Lance, Mahone, Washington
- **Projected 6-8 Displacement:** Approximately 15% of currently enrolled students
- **Identified Savings:** \$2.0 MM-\$2.2 MMMS

Middle School Boundary Utilization	Projected Boundary Utilization per Scenario	
2023	2025	2027
61.5% (60.0%)	75.1% (81.0%)	72.1% (78.0%)

In the table above, the 2023 figure is represented in the current location for the five boundary schools of 61.5%. If the current EBSOLA building was used for the current Washington Middle School enrollment with no structural changes, that utilization would be 60.0%. If a middle school was placed at the EBSOLA building, multiple classrooms would be converted to non-classroom uses (ex. Student locker rooms, weight rooms). This would reduce the available rooms for dedicated classrooms, but still well within functional utilization parameters. Initial projections from this facility conversion would increase overall KUSD middle school utilization 5%-7% on average.

KUSD High Schools Recommended Scenario:

- **Proposal: Explore multiple options:** Close Reuther, Create Reuther Academies, or Adjust Staffing
- **Impacted Boundaries:** None
 - This allows for continuance of all existing high school non-boundary enrollments
- **Projected 9-12 Displacement:** Maximum 2.8%
- **Identified Savings:** Based on board decision

High School Boundary Utilization	Projected Boundary Utilization per Scenario	
2023	2025	2027
78.6%	74.7%	68.1%

Davis Demographics – MGT will have representatives at this meeting to present their overall analysis and answer questions related to their process and methodology. The final summary report can be found on the KUSD Rightsizing Project website in the very near future: <https://www.kusd.edu/district/rightsizing/>. This report provides further analysis and data to help the greater community understand the historical and forecasted enrollment trends and related building utilization.

Administrative Recommendation:

Administration recommends that the Kenosha Unified Board of Education approve the recommended Rightsizing Plans at the December 12, 2023, regular School Board meeting.

Dr. Jeffrey Weiss
Superintendent of Schools

Mr. Kris Keckler
Chief Information Officer

Kenosha Unified School District
Kenosha, Wisconsin

December 12, 2023

LAKEVIEW TECHNOLOGY ACADEMY SUBLEASE

At the regular meeting held on June 28, 2022, the Kenosha Unified School District (KUSD) Board of Education voted unanimously to approve the relocation of the Lakeview Technology Academy to the new Kenosha Innovation Neighborhood (KIN) located on the former Chrysler engine plant site.

The current building housing Lakeview Technology Academy is owned by the Kenosha Area Business Alliance Foundation (KABAF) and leased to KUSD. We share the building with Gateway Technical College (GTC) with whom we have a sublease covering 35% of the monthly lease payment. This arrangement will continue once the school is relocated to the new KIN site.

At the regular meeting held on February 28, 2023, the Board of Education unanimously approved the execution of the new main lease agreement between KABAF and KUSD.

With the new main lease completed, KUSD administration has worked with KABAF and GTC to draft the new sublease agreement that will allow for the continuation of our current partnership/arrangement in the new site as well.

Administrative Recommendation

The administration recommends that the Board of Education approve the terms of the sublease agreement (Attachment A) between the Kenosha Unified School District and Gateway Technical College.

Dr. Jeffrey Weiss
Superintendent of Schools

Tarik Hamdan
Chief Financial Officer

Patrick Finnemore
Director of Facilities

SUBLEASE

THIS SUBLEASE AGREEMENT ("Sublease"), is made as of _____ (the "Effective Date") by and between KENOSHA UNIFIED SCHOOL DISTRICT NO. ONE, established under State of Wisconsin statutes ("Sublessor"), and GATEWAY TECHNICAL COLLEGE, established under State of Wisconsin statutes ("Sublessee").

RECITALS

A. WHEREAS, pursuant to a lease agreement dated May 15, 2023 ("Primary Lease"), attached hereto as **Exhibit A** (including all exhibits thereto), Sublessor is the lessee of real property located at 5533 26th Avenue, Kenosha, Wisconsin, including the building and improvements thereon consisting of approximately 48,831 square feet, owned by KENOSHA AREA BUSINESS ALLIANCE FOUNDATION, INC. ("Owner") and more particularly described on Exhibit A to the Primary Lease ("Premises").

B. WHEREAS, Sublessor desires to lease to Sublessee, and Sublessee desires to lease from Sublessor, a portion of the Premises that is depicted in the attached **Exhibit B** each day between the hours of 4:00 p.m and 12:00 a.m. ("Sublease Premises"), provided that upon the mutual agreement of Sublessor and Sublessee, third parties may use the Premises during these hours in accordance with the terms and conditions set forth in this Sublease.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Sublease, the parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are hereby incorporated into this Sublease.
2. Primary Lease.
 - 2.1. Sublessee acknowledges that Sublessor leases the Premises from Owner pursuant to the Primary Lease and that Sublessee's rights and obligations under this Sublease are subject to certain provisions of the Primary Lease. In addition to agreeing to the terms and conditions set forth in this Sublease, Sublessee agrees to comply with and assume the terms, conditions and obligations imposed on Sublessor under the Primary Lease as those terms, conditions, and obligations apply to the Sublease Premises and Sublessee's operation of its activities therein; provided that Sublessee shall not have the right to exercise any of the benefits, options or privileges granted to Sublessor under the Primary Lease unless expressly granted by this Sublease, including but not limited to, the right to extend the term of the Primary Lease provided in Section 2(b). Sublessee's rights and obligations under this Sublease shall be contingent upon the execution and delivery to Sublessee Owner's countersignature acknowledging this Sublease. The following terms,

covenants and conditions of the Primary Lease are expressly excluded from and shall not constitute a part of this Sublease: Section 5, Section 8, Section 11, Section 12, and Section 27(b).

- 2.2. Sublessor covenants, represents, and warrants that, to Sublessor's actual knowledge as of the Effective Date: (i) there are no recorded or unrecorded liens, restrictions, declarations, leases, encumbrances, covenants or other similar matters affecting title to the Premises that would materially and adversely restrict Sublessee's Permitted Use of the Sublease Premises, (ii) the Sublease Premises, including, without limitation, all improvements therein, are in compliance with applicable laws, rules, regulations and ordinances, (iii) all leasehold improvements within the Sublease Premises and any and all mechanical, utility, electrical, water, sanitary sewer, HVAC System, fire sprinkler and other building systems and equipment serving the Sublease Premises shall be in good working order and without any water damage, leaks or sewer backups and in compliance with applicable laws, rules, regulations and ordinances, (v) the Sublease Premises shall have sufficient capacity of all utilities including, electric, water and sewer, (vi) there are no rights of first refusal, rights to purchase or rights of first offering with regard to the Sublease Premises, (vii) there is no material or adverse fact or condition relating to the Sublease Premises or the Premises (including the land and improvements thereon) or any portion thereof that has not been specifically disclosed in writing by Sublessor to Sublessee, and (ix) there are no existing, pending or threatened condemnation actions, violations of applicable laws, rules, regulations and ordinances, pending or threatened governmental or administrative actions or proceedings, or causes of action, proceedings, suits or judgments with respect to the Sublease Premises or the Premises. Sublessor shall deliver the Sublease Premises to Sublessee on the Effective Date in broom clean condition, free from all tenancies, leases, or occupancy rights of others of any kind. In the event it is determined that the foregoing representations and warranties have been violated, then it shall be the obligation of Sublessor, after notice from Sublessee, to promptly, at Sublessor's sole cost and expense, rectify any such violation.

3. Term.

- 3.1. Initial Term. The term of this Sublease shall commence on the Effective Date ("Commencement Date") and shall continue for a term of approximately ten (10) years ("Initial Term") from the Commencement Date (as defined below) until that date which is five (5) business days prior to the Termination Date under the Primary Lease, subject to: (a) early termination by Sublessor or Sublessee under the provisions of this Sublease; and (b) Sublessee's right to extend this Sublease as set forth in Subsection 3.2 below.
- 3.2. Second Term. Provided that Sublessee is not then in default of any term or condition of this Sublease at the time of exercising the option set forth herein or at the end of the then-current term, Sublessee may extend the term of this Sublease for a term of ten (10) years. Sublessee must provide written notice of Sublessee's desire to extend the term

of the Sublease for each such extension at least 120 days prior to the end of the then-current term. For the second term, the Base Rent, as defined in Section 4.1 below, shall be calculated as set forth in Section 4.1 below.

3.3. Third Term. Provided that Sublessee is not then in default of any term or condition of this Sublease at the time of exercising the option set forth herein or at the end of the then-current term, Sublessee may extend the term of this Sublease for a term of five (5) years. Sublessee must provide written notice of Sublessee's desire to extend the term of the Sublease for each such extension at least 120 days prior to the end of the then-current term. For the third term, the Base Rent, as defined in Section 4.1 below, shall be calculated as set forth in Section 4.1 below.

3.4. Extended Term. Subject to Sublessor electing to extend the term of the Primary Lease under the terms thereof, and provided that Sublessee is not then in default of any term or condition of this Sublease at the time of exercising the option set forth herein or at the end of the then-current term, Sublessee may extend the term of this Sublease for a term of five (5) years. Sublessee must provide written notice of Sublessee's desire to extend the term of the Sublease for each such extension at least 120 days prior to the end of the then-current term. Sublessee's notice of its intent to extend the Sublease shall in no way require Sublessor to exercise its extension rights under the Primary Lease. For the extended term, the Base Rent, as defined in Section 4.1 below, shall be calculated as set forth in Section 4.1 below.

4. Rent, Property Taxes and Expenses. Sublessee shall begin paying Rent to Sublessor, calculated as set forth in this Section, on the Commencement Date.

4.1. Rent Due for Initial Term. Beginning on the Commencement Date and on the first day of each month thereafter throughout the Term of this Sublease, Sublessee shall pay to Sublessor, at the address set forth in Section 20 below, or such other place as Sublessor may designate, without demand or right of set-off (except as allowed by this Sublease), a fixed minimum annual rent payable in equal monthly installments ("Base Rent"), calculated on a per square foot basis at the following rates:

Initial Term		
<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1-5	\$148,382.94	\$12,365.24
6-10	\$152,092.51	\$12,674.38

Second Term (Optional)

<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
11-15	\$155,894.61	\$12,991.22
16-20	\$159,792.19	\$13,316.02

Third Term (Optional)

<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
21-25	\$163,786.99	\$13,648.92

Extended Term (Optional)

<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
26-30	\$167,881.67	\$13,990.14

If the Commencement Date is other than the first day of a calendar month, or if any month of the Term of this Sublease is not a full calendar month, the Base Rent for such partial month shall be prorated on a daily basis.

- 4.2. Late Charge. Sublessee shall pay any and all late charges incurred by Sublessor under the Primary Lease due to Sublessee's failure to pay Base Rent in a timely manner. Such payment due and payable under this Section 4.2 shall be considered additional Rent.
- 4.3. Property Taxes and Assessments. Throughout the Term of this Sublease, beginning on the Commencement Date, Sublessee shall pay as additional Rent a pro-rata share, equal to thirty-five percent (35%) (said percentage is hereby agreed to be "Sublessee's Proportionate Share"), of all property taxes and all real property assessments, if any, as defined by and in accordance with Section 6 of the Primary Lease. Such taxes and assessments shall be due and payable to Sublessor monthly in a monthly installment amount calculated from the previous year's taxes. Any difference between payments made by Sublessee and the actual taxes assessed for the year shall either be, for underpayment, remitted to Sublessor by Sublessee or, for overpayment, refunded to Sublessee within twenty (20) days of receipt of a tax bill by Sublessor. Sublessee shall not have the right to contest any taxes unless Sublessor exercises its option to contest such taxes under Section 6 of the Primary Lease.

4.4. Maintenance and Insurance Costs. Throughout the Term of this Sublease, beginning on the Commencement Date, Sublessee shall pay as additional Rent Sublessee's Proportionate Share of all costs incurred by Sublessor in connection with the maintenance and insurance of the Premises ("Expenses"). Expenses shall include, without limitation, utility costs (including gas, electric, water and sewer), custodial costs, one (1) computer lab technician, maintenance or repairs of the Premises, insurance costs, and any assessments of the Kenosha Innovation Neighborhood (KIN). Sublessee's Proportionate Share of Expenses shall be due and payable to Sublessor monthly in a monthly installment amount estimated each year in good faith by Sublessor. Within ninety (90) days after the end of each calendar year, Sublessor shall furnish Sublessee with a statement of the actual Expenses for such calendar year. If Sublessee requests specific information from Sublessor in writing to support Sublessor's statement of actual expenses, Sublessor shall provide such information, provided that such request shall not relieve Sublessee from its obligation to timely pay any amounts due to Sublessor under this Section 4.4. Any difference between payments made by Sublessee and the actual Expenses incurred for each year shall either be, for underpayment, promptly remitted to Sublessor by Sublessee or, for overpayment, promptly refunded to Sublessee upon year-end review of the actual costs of the Expenses for the prior calendar year. "Expenses" shall include the costs of all repairs and maintenance that Sublessor is required to make to the under Section 8 of the Primary Lease.

4.5. Exclusions from Expenses. Notwithstanding anything to the contrary contained herein, Operating Expenses exclude the following expenditures: (a) leasing commissions, attorneys' fees and other expenses related to enforcing other leases and leasing tenant space and constructing improvements for the primary benefit of an individual tenant; (b) Goods and services furnished to an individual tenant of the Premises which (i) are above building standard, (ii) which are separately reimbursable directly to Sublessor in addition to Expenses, (iii) Sublessor does not make available to Sublessor hereunder and/or (iv) are provided to tenants on an "extra-cost" basis; (c) repairs, replacements and general maintenance paid by insurance proceeds or condemnation proceeds, or payable by other tenants or third parties and alterations attributable primarily to tenants of the Premises and/or the Sublessee; (d) expenses for repair, replacements and general maintenance of portions of the Premises which are paid by proceeds of insurance or by Sublessee or other third parties and alterations attributable primarily to tenants of the Premises; depreciation of the building; leasing commissions; ground rent in connection with Sublessor's lease of the Premises; and income, excess profits or franchise taxes or other such taxes imposed on or measured by the income of Sublessor or Owner from the operation of the Premises; (e) costs of installing any specialty service, such as an observatory, broadcasting facility, luncheon club, or athletic or recreational club; (f) expenses for repairs or maintenance related to the Premises which have been reimbursed to Sublessor pursuant to warranties or service contracts; (g) principal, interest and other loan payments on indebtedness

secured by liens against the Premises, or costs of refinancing such indebtedness; (h) administrative fees, management fees, fees for supervision of maintenance and operations of the Premises, cumulatively in excess of five percent (5%) of the amount of Sublessee's Proportionate Share of Expenses; (i) any costs incurred in connection with or directly related to the original construction (as distinguished from operation and maintenance) of the Premises or any expansion thereof (j) any expense resulting from the gross negligence or willful misconduct of Sublessor, its agents, servants or employees and the cost of any repair to remedy the damage caused by or resulting from the negligence of any other tenants in the Premises; (k) the cost of providing improvements within the premises of any other tenant in the Premises at any time (l) all interest, fees, charges and/or penalties incurred as a result of Sublessor's negligently failing to pay any bill as the same shall become due; (m) expenses relating to renovation for a new tenant or for marketing an unoccupied space; (n) insurance and Real Estate Taxes which are billed separately; (o) costs paid to Sublessor's affiliates to the extent they exceed competitive levels; (p) Cost of correcting any violations of applicable Laws, which violations are in existence as of the date of this Lease based on the requirements of such laws and regulations existing as of the date hereof; (q) costs incurred in the removal, encapsulation, replacement, or other treatment to any substance considered to be detrimental to the health, safety, or general environment of the tenants and occupants of the Premises, and notwithstanding any contrary provision of this Lease (including, without limitation, any provision relating to capital expenditures), costs arising from the presence of hazardous material in or about the Premises or improvements thereon; and (r) cost of any capital expenditure or capital improvements to the Premises and the improvements thereon.

- 4.6. Audit. Sublessor shall keep separate books of account and records covering all Expenses for at least three (3) years after the close of each calendar year. Within one hundred eighty (180) days after Sublessor furnishes its statement of actual Expenses for any calendar year (the "Audit Election Period"), Sublessee and its duly authorized representative may, at its expense during Sublessor's normal business hours, elect to audit Sublessor's Expenses and all of Sublessor's books, records and other relevant material related thereto for such calendar year only. Sublessor shall cooperate with Sublessee with respect to any such specific inquiries or questions and with respect to the conduct of such audit, so as to facilitate the prompt and efficient conduct thereof. This paragraph shall not be construed to limit, suspend, or abate Sublessee's obligation to pay Rent when due, including estimated Expenses. Sublessor shall credit any overpayment determined by the final approved audit report against the next Base Rent due and owing by Sublessee or, if no further Base Rent is due, refund such overpayment directly to Sublessee within thirty (30) days of determination. Likewise, Sublessee shall pay Sublessor any underpayment determined by the final approved audit report within thirty (30) days of determination. If Sublessee's audit shall disclose that Sublessee's aggregate

annual payment was greater than Sublessee's actual Proportionate Share by more than three percent (3%), Sublessor shall also pay to Sublessee, within five (5) days after written demand from Sublessee, the cost and expenses of Sublessee's audit. The foregoing obligations shall survive the expiration or earlier termination of this Sublease.

5. Utilities. Sublessor shall provide for utility service (including, without limitation, gas, electricity, water and sewer) to the Premises; the reasonable cost for such utilities shall be deemed a part of the Expenses. Sublessee shall use reasonable efforts to conserve electricity and other utility services.
6. Alterations and Signs.
 - 6.1. Alterations. Sublessee shall not make or suffer to be made, any material physical improvements ("Alterations") without the prior written consent of Sublessor and Owner. All such Alterations shall be subject to and in accordance with Section 9 of the Primary Lease. Sublessor's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Minor Alteration"): (a) is non-structural or is of a cosmetic nature to the interior of the Sublease Premises such as interior painting, wallpapering, hanging pictures and installing carpeting; (b) will not affect the systems or structure of the Building; and (c) does not require work to be performed inside the walls or above the ceiling of the Sublease Premises.
 - 6.2. Signs. Subject to the signage restrictions set forth in Section 10 of the Primary Lease and approval by Sublessor (which Sublessor approval shall not be unreasonably denied or delayed), Sublessee shall have the right to utilize the signage for the Premises on a reasonable basis.
 - 6.3. Construction and Other Liens. Sublessee shall not permit any construction or other lien to be filed against all or any portion of the Premises, by reason of work, labor, services, equipment, or materials supplied or claimed to have been supplied to the Premises, or any portion of the Premises, at the request of Sublessee. Sublessee may bond over any such lien in the manner prescribed by and in accordance with applicable lien law.
7. Use of the Sublease Premises. Sublessee agrees that it shall only use the Sublease Premises as an educational and training facility, specifically for Sublessee's Lakeview Advanced Technology Center programs and activities, including any uses incidental thereto. Sublessee shall not use or allow the Sublease Premises to be used for any improper, immoral, unlawful or objectionable purpose or for any purpose that could injure the reputation of the Sublessor or the Premises or otherwise violate any recorded covenant or restriction affecting the Premises. Sublessee shall not cause, maintain or permit any nuisance or commit or suffer the commission of any waste in, on, or about the Premises. Sublessee may install on the Sublease Premises such trade fixtures and equipment as may be necessary for Sublessee's activities; provided that

the installation and use of all such trade fixtures and equipment shall comply with any and all applicable laws, rules, regulations and ordinances, and no fixture shall be installed in any manner which affects the roof or structural components of the Premises without the prior written consent of Sublessor. On termination of this Sublease and the removal of such trade fixtures and equipment, Sublessee shall repair any and all damage caused by such removal, including restoring the Sublease Premises to as good a condition and repair as when delivered by Sublessor. Should Sublessee fail to continue to staff and operate such activities at the Premises, the Sublessee herein shall be considered to be in default of the Lease herein. Notwithstanding any other term of this Sublease, the Sublessee shall take no action, even if permitted hereunder that would cause a default under the Primary Lease.

- 7.1. During the entire Sublease Term, and any extensions thereto, the Sublease Premises shall be subleased, used and occupied by Sublessee for educational and/or training purposes in accordance with the Primary Lease, which use may include staffing and operating KUSD's Lakeview Technology Academy, a four (4) year themed high school and the GTC's Lakeview Advanced Technology Center Programs and activities, and all applicable governmental laws and regulations, and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed and subject to the consent and approval requirements of the Primary Lease. Should Sublessee fail to continue to staff and operate such activities at the Premises for educational and/or training purposes for a period in excess of twelve (12) months or engages in uses that violate the Primary Lease, and such violation continues for thirty (30) days after written notice of such violation from Sublessor to Sublessee, then Sublessee herein shall be considered to be in default of the Sublease herein.
- 7.2. Sublessee understands and acknowledges that Owner intends to use proceeds of tax-exempt bonds to finance the construction and equipping of the Premises and that Owner intends that interest paid on such bonds will be excludable from the gross income of the owners of the bonds for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Sublessee agrees that it will not take any action which would, or fail to take any action the omission of which would, result in the interest paid or payable on any bond becoming includable for federal income tax purposes in the gross income of any owner of the bonds. Sublessor agrees that so long as there are any bonds outstanding, it shall not sublease any of the leased property to any other person or entity for Lessor to verify that the effect of such sublease will not adversely affect the validity of any bonds or result in the interest paid or payable on any bond becoming includable for federal income tax purposes in the gross income of any owner of the bonds and, if applicable, any such permitted sublessee delivers a certificate, acceptable to bond counsel and the Owner, as to its intended use of the property and agreement to comply with all tax requirements of the Sublessee hereunder. Sublessee agrees that it will not use or permit the use of the leased property by any person in any manner that would result in Private Business Use (defined below) of the leased property in such manner or to such extent as would result in the loss of any exemption for purposes of federal income

taxation to which interest on the bonds would otherwise be entitled. In order to enable Owner to calculate the annual amount of Private Business Use, if any, applicable to the bonds, Sublessee agrees that it shall not use or permit the use of the leased property in any manner that could result in Private Business use without prior written notice to Owner. "Private Business Use" means any actual or beneficial use, whether directly or indirectly, pursuant to a lease, management contract, research agreement, joint venture agreement, incentive payment contract, output contract or any other arrangement that conveys special legal entitlements for beneficial use, in a trade or business carried on by any person other than a governmental unit (which does not include the United States or any agency or instrumentality thereof) where an organization described in Section 501(c)(3) of the Code is treated as a governmental unit with respect to its activities that are not unrelated trades or businesses (without regard to whether the activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code, determined under Section 513(a) of the Code.

8. Insurance, Indemnity, and Waiver of Subrogation.

8.1. Insurance. Sublessee shall, at Sublessee's sole expense, during the entire Term of this Sublease beginning on the Possession Date and any extension thereof, keep in full force and effect a policy of comprehensive commercial general liability insurance against any loss, liability or damage on, about or relating to all or any portion of the Sublease Premises, and the business operated by Sublessee in the Sublease Premises, with a combined single limit for bodily injury or property damage not less than \$2,000,000.00. Such insurance coverage shall name Sublessor and Owner as additional insureds. Sublessee shall provide copies of all such insurance policies to Sublessor prior to the Possession Date.

8.2. Indemnity. Sublessee agrees to indemnify and save Sublessor and Owner harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), arising out of Sublessee's occupancy of the Sublease Premises or from the conduct or management of the business conducted by Sublessee in the Sublease Premises or from any breach or default on the part of the Sublessee in the performance of any covenant or agreement to be performed pursuant to the terms of this Sublease, or from any act of negligence of Sublessee, its agents, contractors, servants, employees, subleases, concessionaires or licensees in or about the Sublease Premises. In case any action or proceeding is brought against Sublessor or Owner by reason of any such claim, Sublessee, upon notice from Sublessor or Owner, shall defend such action or proceeding which is brought by reason of any such claim. Sublessee, upon notice from Sublessor or Owner, covenants to defend such action or proceeding by attorneys reasonably satisfactory to Sublessor or Owner. Sublessor agrees to indemnify and save Sublessee and Owner harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), arising out of Sublessor's occupancy of the Premises or from the conduct or management of the business conducted by Sublessor in the Premises or from any breach or default on the part of the Sublessor in

the performance of any covenant or agreement to be performed pursuant to the terms of this Sublease or the Primary Lease or from any act of negligence of Sublessor, its agents, contractors, servants, employees, subleases, concessionaires or licensees in or about the Premises. In case any action or proceeding is brought against Sublessee or Owner by reason of any such claim, Sublessor, upon notice from Sublessee or Owner, shall defend such action or proceeding which is brought by reason of any such claim. Sublessor, upon notice from Sublessee or Owner, covenants to defend such action or proceeding by attorneys reasonably satisfactory to Sublessee or Owner.

8.3. Waiver of Subrogation. Anything in this Sublease to the contrary notwithstanding, Sublessor and Sublessee each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers, directors, shareholders, or employees for any loss or damage that may occur to the Premises, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

9. Repairs and Maintenance. Sublessor shall keep the Premises in good condition and repair. Sublessee shall reimburse Sublessor for Sublessee's Proportionate Share of the cost of such maintenance as repairs as set forth in Section 4.4 above. Sublessee shall be responsible for, if required by reason of acts of negligence of Sublessee, its agents, employees, customers or invitees, or the particular nature of Sublessee's use of the Sublease Premises, all repairs and replacements otherwise the responsibility of Sublessor or Owner under the Primary Lease or this Sublease. Except as expressly set forth herein, Sublessor makes no warranties, either express or implied, regarding the condition or suitability of the Premises for Sublessee's use.

10. Default and Remedies.

10.1. Default. The occurrence of any one or more of the following events, after such notice and expiration of an opportunity to cure as provided below, shall constitute Sublessee's default of this lease:

- a. Sublessee attempts, by operation of law or otherwise, to assign, sublease or otherwise transfer Sublessee's interest in this Sublease or in the Sublease Premises, except in compliance with the specific provisions of this Sublease;
- b. Sublessee fails to timely pay any installment of Rent or any other amount to be paid by Sublessee under this Sublease, and such failure continues for fifteen (15) days after written notice from Sublessor to Sublessee;

Sublessee fails to observe any other term of this Sublease and such failure continues for more than thirty (30) days after written notice from Sublessor; however, if Sublessee's failure to comply cannot reasonably be cured within thirty (30) days, Sublessee shall be allowed additional time as is reasonably necessary to cure the failure so long as: (a) Sublessee commences to cure the failure within the thirty (30) day period following initial written notice, and (b) Sublessee diligently pursues a course of action that will cure the failure and bring Sublessee back into compliance with this Sublease.; or

- c. Sublessee (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition under any law having its purpose the adjudication of bankruptcy, or an involuntary petition for bankruptcy is filed against Sublessee which is not dismissed within sixty (60) days; (iii) a receiver be appointed for the property of Sublessee where possession is not restored to Sublessee within thirty (30) days; (iv) any department of the State of Wisconsin or the federal government shall take possession of the business or any material property of Sublessee unless the same is dismissed within sixty (60) days.

10.2. Remedies. In the event of a default by Sublessee that continues beyond all applicable notice and cure periods, Sublessor shall have the following rights and remedies, which shall be distinct, separate, and cumulative and shall not operate to exclude or deprive Sublessor of any other right or remedy at law or in equity or elsewhere in this Sublease:

- a. Sublessor may terminate this Sublease by giving Sublessee written notice of its election to do so, in which event the Term shall end and all right, title and interest of Sublessee under this Sublease shall expire on the date stated in such notice;
- b. Sublessor may terminate Sublessee's right to possess the Sublease Premises without terminating this Sublease by giving written notice to Sublessee that Sublessee's right of possession shall end on the date stated in such notice, whereupon Sublessee's right to possess all or any portion of the Sublease Premises shall cease on the date stated in such notice;
- c. Sublessor may enforce the provisions of this Sublease by a suit or suits at law or in equity for the specific performance of any covenant or agreement contained in this Sublease, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all monies due or to become due from Sublessee under any of the provisions of this Sublease; or
- d. In any action, proceeding or suit to enforce this Sublease or any provision hereof, the substantially prevailing party shall pay all costs incurred in enforcing

obligations under this Sublease of the substantially prevailing party, including without limitation reasonable attorneys' fees, taxable costs and expenses.

Sublessor agrees to use commercially reasonable efforts to mitigate any damages arising out of an event of default occurring hereunder. Under no circumstances whatsoever shall Sublessee ever be liable for punitive, consequential or special damages under this Sublease and Sublessor waives any rights it may have to such damages under this Sublease in the event of a breach or default by Sublessee under this Sublease.

10.3. Sublessor's Right to Cure. If Sublessee fails to make any payment or perform any other act imposed on Sublessee by this Sublease, Sublessor may, but shall not be required to, make such payment or perform such act on Sublessee's behalf, and Sublessor may enter upon the Sublease Premises for any such purpose and take all such action as may be reasonably necessary. Sums paid by Sublessor in connection with the performance of any such obligation shall be deemed additional Rent under this Sublease and shall be paid by Sublessee on Sublessor's demand.

10.4. Sublessor Default. Sublessor shall be in default if breaches any representation or warranty contained in this Lease or it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Sublessee to Sublessor; provided, however, that if the term, condition, covenant or obligation to be performed by Sublessor is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Sublessor commences such performance within said thirty (30)-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Sublessee, in its sole discretion, may, in addition to and without prejudice to any of its other rights or remedies at law or in equity, (a) pursue the remedy of specific performance and injunctive relief resulting from the breach; (b) terminate this Lease; (c) seek actual damages for loss arising from Sublessor's failure to discharge its obligations under this Lease; and/or (d) remedy such default or breach and deduct the reasonable costs thereof (including but not limited to, reasonable attorneys' fees and court costs) from the installments of Rent next falling due until such costs are fully offset (and any unpaid amounts shall bear interest at a rate of twelve percent (12%) per annum). Nothing herein contained shall relieve Sublessor from its duty to effect the repair, replacement, correction, or maintenance required to restore the affected services or utilities, or to perform any other of its obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Sublessee to undertake any such work.

11. Casualty or Public Taking. If the Premises, or any portion thereof, are destroyed or damaged by fire, explosion, or any other casualty (collectively "Casualty") or if all or substantially all of the Premises shall be sold to or taken by any public authority under its power of condemnation or the threat thereof (collectively "Taking"), the provisions of Sections 15 and 16 of the Primary Lease shall govern, and if the Casualty results in the destruction of or the Taking results in the taking of twenty-five percent (25%) or more of the Premises

Sublessee shall have the right to terminate this Sublease in accordance with Sections 15 and 16 of the Primary Lease.

12. Assignment and Subletting. Sublessee shall not, without the prior written consent of Sublessor, which consent shall not be unreasonably withheld, conditioned or delayed, assign, transfer or encumber this Sublease or any interest under it; allow to exist or occur any transfer of this Sublease or Sublessee's interest in this Sublease by operation of law; sublet all or any part of the Sublease Premises; or permit the use or occupancy of all or any part of the Sublease Premises by any person or entity other than Sublessee. In no event shall this Sublease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Sublease or any rights or privileges hereunder be an asset of Sublessee under any bankruptcy, insolvency or reorganization proceedings except as provided otherwise by law. Any assignment or sublease permitted under this Section shall also be in accordance with Section 23 of the Primary Lease.
13. Subordination, Non-Disturbance and Attornment. Sublessee's interest under this Sublease is subject to subordination, non-disturbance and attornment as set forth in Sections 19 and 20 of the Primary Lease, and Sublessee shall be subject to and comply with all requirements and obligations imposed on Sublessor under that Section as they relate to this Sublease.
14. Estoppel Certificate. If requested by Sublessor, Owner or any Mortgagee or prospective Mortgagee, Sublessee shall (without charge and within thirty (30) days after request) certify by written instrument, duly executed, acknowledged and delivered to the requesting party: (a) that this Sublease is unmodified and in full force and effect; (b) the dates for which Rent has been paid in advance; (c) that Sublessee is not in default under this Sublease nor, to Sublessee's knowledge, is Sublessor in default under this Sublease; and (d) such other statements or certificates as may be reasonably requested by the requesting party.
15. Effect of Termination.
 - 15.1. Surrender. Upon the termination of this Sublease, whether by forfeiture, lapse of time or otherwise, or upon termination of Sublessee's right to possession of the Sublease Premises, Sublessee shall surrender and deliver the Sublease Premises, together with all improvements, to Sublessor, in as good of condition and repair as existed on the Possession Date, reasonable wear and tear excepted. Sublessee shall remove from the Sublease Premises, at or before Sublease termination, all personal property and equipment.
 - 15.2. Holding Over. Sublessee shall have no right to occupy all or any portion of the Sublease Premises after the expiration or termination of the Sublease or of Sublessee's right to possession. If Sublessee holds over, Sublessor may exercise any and all remedies available to it at law or in equity to recover possession of the Sublease Premises, and for damages. For each month or partial month that Sublessee or any party under Sublessee remains in occupancy of all or any portion of the Sublease Premises after the expiration

or termination of the Sublease or of Sublessee's right to possession, Sublessee shall pay as Rent an amount equal to one hundred fifty percent (150%) of the rate of Base Rent amount immediately prior to the expiration or termination of the Sublease, together with all other amounts payable under this Sublease, calculated, due and payable on a daily basis.

16. Costs and Attorneys' Fees. Upon any dispute between Sublessor and Sublessee under this Sublease, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, taxable costs and expenses incurred in contesting such dispute.

17. Notices. All notices and demands by any party to any other shall be given in writing and either personally served or sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Sublessor: Kenosha Unified School District No. 1
3600 52nd Street
Kenosha, WI 53144
Attn: Superintendent of Schools

To Sublessee: Gateway Technical College
3520 30th Avenue
Kenosha, WI 53144
Attn: President

To Owner: Kenosha Area Business Alliance Foundation, Inc.
5500 6th Avenue
Suite 200
Kenosha, WI 53140
Attn: President

18. Quiet Enjoyment. Provided Sublessee is not in default of this Sublease beyond all applicable notice and cure periods, Sublessor covenants and agrees that Sublessee shall lawfully and quietly hold, occupy and enjoy the Sublease Premises, subject to all other provisions of this Sublease, during the Term without hindrance by Sublessor or any person or persons claiming under Sublessor.

19. Non-Liability of Owner. In accordance with the Primary Lease, Sublessee acknowledges the non-liability of Owner contained therein, including as stated in Section 28.

20. Miscellaneous.

- 20.1. Severability. If any term of this Sublease shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Sublease shall not be affected, but shall be valid and in force to the fullest extent permitted by law.
- 20.2. Construction and Interpretation. This Sublease shall be construed under the laws of the State of Wisconsin. Captions in this Sublease are for convenience and reference only, and do not define, limit or describe the scope or intent of the provisions of this Sublease.
- 20.3. Binding Effect. This Sublease shall bind and inure to the benefit of the Sublessor and Sublessee and their respective successors and assigns.
- 20.4. Entire Agreement. This Sublease contains the entire agreement between the parties, including incorporation of the Primary Lease as set forth in Section 2, and shall not be modified or amended in any manner except by an instrument in writing executed by Sublessor and Sublessee.
- 20.5. Independent Covenants; Accord and Satisfaction. Payment by Sublessee or receipt by Sublessor of a lesser amount than the Base Rent or any other amount due under this Sublease, shall not be deemed other than as payment on account. Any endorsement or statement on any check or letter accompanying any check as payment of Base Rent or any other amount due under this Sublease shall not be deemed an accord and satisfaction. Sublessor may accept such checks or payments without prejudice to the Sublessor's right to recover the full balance due or pursue any other remedy available under this Sublease or at law or equity.
- 20.6. Premature Surrender. Sublessee's surrender to Sublessor of this Sublease or all or any portion of the Sublease Premises, or any interest in the Sublease Premises, prior to the expiration of the Term set forth in Section 3 shall not terminate Sublessee's obligations under this Sublease unless agreed to and accepted in writing by Sublessor.
- 20.7. Brokers. Sublessor and Sublessee represent and warrant that they have dealt with no broker or agent in connection with this transaction. Sublessor and Sublessee agree to indemnify and hold each other harmless from and against any claims by any other broker or agent claiming commissions or other compensation as their respective representative or agent with regard to this transaction. The provisions of this Section shall survive the termination of this Sublease.
- 20.8. Memorandum of Lease. Sublessee may, at its own expense, record a memorandum of the non-business terms of this Sublease in form and content satisfactory to Sublessor.
- 20.9. Authority to Execute. Each person executing this Sublease on behalf of the entity-parties hereto represents and warrants that he or she has authority and is duly authorized to execute this Sublease on behalf of his or her respective entity and that by signing below, this Sublease becomes binding on each such entity.

SUBLESSOR:
KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

BY: _____

NAME: _____

ITS: _____

SUBLESSEE:
GATEWAY TECHNICAL COLLEGE

BY: _____

NAME: _____

ITS: _____

Owner consents and agrees to this Sublease. Owner further agrees that Sublessee shall be permitted to remain in undisturbed possession, use and enjoyment of the Sublease Premises in accordance with the terms and conditions of this Sublease, notwithstanding any default by Sublessor as tenant under the Primary Lease, so long as Sublessee is not in default under this Sublease after notice and the expiration of the applicable grace or cure period provided hereunder.

OWNER:

KENOSHA AREA BUSINESS ALLIANCE
FOUNDATION, INC.

BY: _____

NAME: _____

ITS: _____

Kenosha Unified School District
Kenosha, Wisconsin

December 12, 2023

WASB Proposed Resolutions – 2024

The Superintendent and Leadership Council reviewed the 2024 WASB proposed resolutions and make the following recommendations:

Resolution	Recommendation	Rationale
24-01: Student Teachers & WIP Interns	Approve - with state funding	Stipends for student teachers will eliminate a barrier for new pre-service educators. Without state funding, this will create an additional financial burden for districts.
24-02: Stipends for Cooperating Teachers	Approve - with state funding	Stipends for cooperating teachers will incentivize and increase the number of cooperating teachers. Much like 24-01, this will create additional financial burden for districts without state funding.
24-03: Federal Aids-Facility Barriers for Students with Disabilities	Approve	Updated language
24-04: Special Education-General Policy	Approve	Updated language
24-05: State Specialty Schools	Approve	Updated language
24-06: Seclusion and Restraint	Approve	Supports implementation of best practices and professional learning
24-07: Office of School Safety	Approve	This office provides very important support to schools. KUSD has worked closely with the OSS and received valuable support from this office.
24-08: Artificial Intelligence	Approve	This resolution advocates for WASB representation on legislative discussions regarding AI and

		education.
24-09: Classroom Technology	Approve	Updated language and consolidation of out of date resolutions
24-10: Revenue Limits	Approve	Update to existing resolution: This update calls for increases to school district budgets based on CPI-U, changing the methodology of calculating school district membership to one of three approved methods, approving the district budget prior to the start of the fiscal year, and calculating summer school membership at 100% FTE.
24-11: Licensure	Approve	Updated language to allow for more pathways to licensure given the existing teacher shortage.

It is recommended that the School Board provide direction to its delegate relative to the 2024 WASB proposed resolutions noted above and give the board delegate discretionary latitude to vote on amendments or other resolutions.

Dr. Jeffrey Weiss
Superintendent of School

1 **WISCONSIN ASSOCIATION OF SCHOOL BOARDS, INC.**

2 Madison, Wisconsin

3 November 29, 2023

4
5 **REPORT TO THE MEMBERSHIP ON PROPOSED 2024 RESOLUTIONS**

6 WASB Policy & Resolutions Committee

7 Mike Humke, Dodgeville School Board, Chair

8
9
10 **Resolution 24-01: *Student Teachers & WIP Interns***

11
12 **Create:** The WASB supports revision of Wisconsin’s post-secondary student teacher programs and
13 Wisconsin Improvement Program (WIP) Internships for consistency, accessibility, and to incentivize
14 talent development across the state which may include year-round licensure, waiver of fees, and/or
15 payment of stipends.

16
17 **Rationale:** Wisconsin continues to experience an extreme teacher shortage which jeopardizes the
18 ability of districts to provide high quality education through well trained available staff, as well as to
19 fill specialty and substitute teaching needs. Targeting the teacher training pipeline, removing barriers,
20 and offering creative incentives such as pay for student teaching, flexibility in internship licensure for
21 districts, and the ability for education candidates to substitute teach are part of addressing this
22 challenge.

23
24
25 **Resolution 24-02: *Stipends for Cooperating Teachers***

26
27 **Create:** The WASB supports creation of a stipend program to incentivize and compensate
28 Wisconsin DPI designated cooperating teachers for consistency, accessibility, and to boost talent
29 development across the state.

30
31 **Rationale:** Cooperating teachers help preservice student teachers understand the dynamics of the
32 classroom. They mentor student teachers as they navigate the development of lesson plans that
33 align with state standards; implement effective methodologies and strategies to meet the
34 academic and behavioral needs of all learners; and, design assessment tools to collect data for the
35 purposes of monitoring progress. The state currently does not pay cooperating teachers who take
36 on preservice student teachers. Some teachers do take on the responsibility of having student
37 teachers; however, it is additional work and universities may be challenged to fill the pool of
38 cooperating teachers for student teachers.

1 **Resolution 24-03: *Federal Aids-Facility Barriers for Students with Disabilities***

2
3 **Amend Existing Resolution 2.60(c) as follows (*adding the underlined language and deleting the stricken language*):** (c) Federal ~~aid~~ funding for the removal of barriers in school facilities
4 which may limit access by students and others and to ensure compliance with federal law.
5
6

7 **Rationale:** This resolution seeks to update the language of WASB’s existing resolution on
8 Federal Aids to reflect more current terminology. It also seeks to tie the resolution more directly
9 to current federal law.
10
11

12 **Resolution 24-04: *Special Education-General Policy***

13
14 **Amend Existing Resolution 3.40(c) as follows (*adding the underlined language and deleting the stricken language*):** The WASB supports careful diagnosis and screening of all children by
15 professional employees to help identify children with disabilities as early as possible. The WASB
16 also supports special programs that meet the educational needs of children with disabilities
17 through CESAs, county children with disabilities education boards and school districts.
18
19

20 The WASB supports ~~mainstreaming and/or inclusion of children with disabilities into regular~~
21 ~~classrooms when it benefits all students~~ best practice inclusion of children with disabilities in the
22 general education environment. All children with disabilities deserve access to the general
23 education environment to the greatest extent possible.
24

25 **Amend Existing Resolution 3.43 as follows (*adding the underlined language and deleting the stricken language*):** The WASB maintains that local school districts should have the flexibility
26 to offer alternatives in addition to ~~mainstreaming~~ access to the general education environment as
27 “the least restrictive environment and most appropriate” for educating children with disabilities
28 as required by law.
29
30

31 **Rationale:** “Mainstreaming” is an outdated term that doesn’t align with the goal of inclusive
32 practices. The revision to the resolution aligns better with the federal Individual with Disabilities
33 Education Act (IDEA).
34
35

36 **Resolution 24-05: *State Specialty Schools***

37
38 **Amend Existing Resolution 3.481 as follows (*adding the underlined language and deleting the stricken language*):** The WASB supports continued operation of state-funded specialty
39 schools that serve students who are ~~visually handicapped and hearing impaired~~ blind or visually
40

1 impaired and/or deaf or hard of hearing. An IEP team should determine if a specialty school is
2 the appropriate educational placement.

3
4 **Rationale:** The terms used in the original resolution are outdated. The state schools have updated
5 their language to reflect the terminology suggested in the revised resolution. The added language
6 clarifies that placement in a specialty school is the determination of the IEP team which includes
7 education experts familiar with the student's educational needs and the student's parents/legal
8 guardians.

9
10
11 **Resolution 24-06: *Seclusion and Restraint***

12
13 **Create:** The WASB supports continued best practice resources, training, and funding to support
14 school districts in seclusion and restraint practices with a focus on improving systems and
15 reducing harmful events.

16
17 **Rationale:** Seclusion and restraint are widespread practices in schools throughout the state and
18 some advocates cite statistics that they are disproportionately used on students with disabilities
19 and students of color. For example, students with disabilities are involved in a high majority of
20 incidents, despite comprising only 14 percent of the statewide student population.

21
22
23 **Resolution 24-07: *Office of School Safety***

24
25 **Create:** The WASB supports state funding and staff to maintain the functions of the Office of
26 School Safety, including but not limited to grants for schools, trainings for school staff and law
27 enforcement on preventing and mitigating school violence, and maintenance of the 24-hour
28 hotline to confidentially report potential threats.

29
30 **Rationale:** School safety is a top issue for parents across Wisconsin. Funding for continuation of
31 the Office of School Safety was not included in the final 2023-2025 biennial budget. Despite the
32 recent announcement by the Department of Justice of an extension of one-year's funding for the
33 office, state funding may be required to ensure the office can fully operate beyond 2024. The
34 office was established in 2018 with bipartisan support to distribute \$100 million in federal grants
35 to schools to strengthen schools' safety protocols and support schools to do criminal incident
36 mapping. Without additional state funding, the office may not be able to continue operating in
37 the way it has since it was created and decrease resources available to districts to enhance their
38 safety.

1 **Resolution 24-08: *Artificial Intelligence***

2
3 **Create:** The WASB recognizes the significance of Artificial Intelligence as a newly developing
4 technology and looks to be a part of the state discussion as Artificial Intelligence evolves.
5

6 **Rationale:** Artificial Intelligence is a developing technology whose impacts will have far-
7 reaching consequences for education and society. The WASB should seek to be a part of ongoing
8 legislative discussions surrounding Artificial Intelligence regulation and development so that the
9 educational perspective is not left out of the conversation.
10
11

12 **Resolution 24-09: Classroom Technology**

13 (Note: Existing Resolutions relating to “Classroom Technology” are found in the Resolutions
14 Book at pp. 24-25.)
15

16 **REPEAL the following existing resolutions:**

- 17 • 3.30 Interactive Communications Systems
18 • 3.31 Technology in the Classroom
19 • 3.32 Educational Technology Initiative
20 • 3.33 Online Courses
21 • 3.34 Virtual Schools
22 • 3.35 Statewide Contracting for Virtual Classes
23 • 3.36 CESAs and Virtual Charter Schools
24

25 **And RECREATE as follows:**
26

27 **EDUCATIONAL TECHNOLOGY**
28

29 **3.30 General Policy**

30 The WASB supports the use of educational technologies, including the use of online courses to
31 allow local school boards to offer course content to students that they would otherwise be unable
32 to offer.
33

34 **3.31 State Funding**

35 The WASB supports state-funded educational technology initiatives to ensure that school
36 districts have the technological capacity for students to succeed in the 21st century and to meet
37 state requirements, such as online adaptive testing, the state accountability system, curriculum
38 and instructional standards aligned to college and career readiness, and rigorous teacher and
39 principal evaluation systems. (2013-1)
40
41

1 **3.32 Virtual Charter Schools**

2 The WASB supports that publicly funded virtual charter schools must follow state accountability
3 standards and transparency requirements.
4

5 **3.33 CESAs and Virtual Charter Schools**

6 The WASB supports allowing CESAs to enter into cooperative agreements with individual
7 school districts to establish virtual charter schools authorized by the board of the local school
8 district. The WASB opposes legislation granting CESAs the authority to establish independent
9 virtual charter schools.
10

11 Should any CESA be authorized to operate a virtual charter school without entering into a
12 cooperative agreement with a school district, the WASB supports limiting per pupil payments to
13 any CESA authorized virtual charter school to an amount identical to the per pupil amount of the
14 open enrollment transfer payment. This would prevent CESA-authorized virtual charter schools
15 from unfairly competing with school board-authorized virtual charter schools. (2012-12)
16
17

18 **Rationale:** These resolutions are outdated. These changes are meant to update terminology and
19 consolidate resolution language into a more concise and coherent policy. This is
20 deleting/rewriting existing resolutions in accordance with the original intent, nothing new was
21 added.
22
23

24 **Resolution 24-10: *Revenue Limits***

25 (Note: Existing Resolutions relating to “Revenue Limits” are found in the Resolutions Book at
26 pp. 14-15.)
27

28 **REPEAL the following existing resolutions:**

- 29 • 2.40 State Cost Controls
30 • 2.41 Modification of Revenue Limits
31

32 **And RECREATE them as follows:**
33

34 **2.40 State Cost Controls**

35 The WASB is opposed to state-imposed revenue limits on school districts. (1992-13)(2010-6)
36

37 **(a) Additional Revenue Limitations**

38 The WASB opposes any additional limitations that will force decreases in revenue to public
39 school districts. This includes but is not limited to: freezing property tax levies; creating a
40 moratorium on school district referenda; delaying payments to school districts; and adopting a
41 constitutional regulation of school finance. (2002-18)(2005-1)

2.41 Modification of Revenue Limits

The WASB supports exemptions from the revenue cap to allow for the needs of individual districts with respect to the requirements of their programs. (1994-11)(1995-3)

The WASB also supports the following:

(a) Annually increase per pupil revenue limits statewide by a dollar amount equal to or greater than the percentage increase, if any, in CPI-U on a fiscal year basis applied to the statewide average revenue limit authority per pupil. (2012-3)(2017-6)

(b) Allowing the carryover of any unused revenue authority. (1995-3)(1996-10)

(c) Changing the revenue limit FTE membership calculation to allow a district to use either a five-year rolling average, three-year rolling average or the current year membership, whichever is greater, and allowing a district to apply to the Department of Public Instruction for emergency aid or revenue flexibility. (1996-10)(1998-11)(2003-7)(2012-06)(2018-4)

(d) Including 100 percent of full-time equivalent (FTE) summer school membership for each of the years used in the computation of the revenue cap. (1995-17)(2017-14)

(e) Providing that a district's revenue limit be determined prior to the start of the district's fiscal year.

(f) The WASB supports legislation to implement a sliding scale formula factor multiplier to increase the membership of districts for revenue limit purposes. (2016-9)

Rationale: Parts of these resolutions are outdated. These changes are meant to update terminology and consolidate resolution language into a more concise and coherent policy. This is deleting/rewriting existing resolutions in accordance with the original intent, nothing new was added.

Resolution 24-11: *Licensure*

(Note: Existing Resolutions relating to “Certification/Licensure” are found in the Resolutions Book at p. 36-38 and the Existing “4.80 Evaluations” is found at p. 38.)

REPEAL and RECREATE the following existing resolutions:

- **4.60 General Policy**
- **4.61 Shortages**
- **4.62 Temporary Certification**
- **4.63 Alternative Certification**

- **4.635 DPI Licensing of Clinical Counselors**
- **4.64 Performance-based Licensure**
- **4.65 Teacher Competency Exam**
- **4.66 Professional Growth**
- **4.67 Mentoring Duties**
- **4.68 Charter School Teachers**
- **4.69 Revocation**
- **4.80 Evaluations**

By RECREATING them to read as follows:

4.60 General Policy

The WASB supports a teacher licensure system that fosters a highly educated, highly trained, effective, professional teaching force with reasonable flexibility to meet the needs of our members with regard to staffing supply challenges. (2018-13)

4.61 Shortages

(a) Teacher Shortages and Alternative Licensure Pathways

The WASB supports reasonable efforts to provide pathways to licensure for teaching candidates in subject or content areas where there is a shortage of licensed teachers, provided that candidates have bachelor's degrees and are qualified to be in a classroom as demonstrated by appropriate experience, knowledge and skills in the subject or content area, and rigorous training in pedagogy, assessment, and classroom management. (2015-17)

(b) Technical Education Teacher Shortage

The WASB supports reasonable efforts to increase the supply of licensed technical education teachers, including in technical education content areas where shortages are most acute. (2015-04)

(c) School Social Worker Certification and Licensure

The WASB supports efforts to increase the supply of school social workers, school counselors and mental health providers throughout the state. The WASB will work with the DPI to address existing obstacles to school social worker licensing with an emphasis on obstacles faced by districts in regions of the state that are located remotely from universities conferring degrees currently recognized by the DPI for licensure. (2020-12)

4.62 Temporary Certification

The WASB supports temporary certification of teachers in grade levels or content areas other than those in which they are already certified to meet our members' need with regard to staffing supply challenges. (1982-5)

4.63 Mentorship/Residency Model

The WASB calls on the Superintendent of Public Instruction to actively promote alternative administrative and teacher certification that includes a mentorship/residency and a training program. (1991-15)(2005-22)

4.635 DPI Licensing of Clinical Counselors

The WASB supports legislation authorizing the Department of Public Instruction to issue an educator license to clinical counselors, so school districts can employ clinical counselors to provide mental health services to students the same way other licensed district staff are employed to do so. (2019-18)

4.65 Teacher Competency Exam

The WASB supports legislation that would require teachers to pass a state competency exam or demonstrate competency through alternative means before they are granted a license to teach in a Wisconsin public school district. (1999-8)

4.68 Charter School Teachers

The WASB supports allowing teachers granted a charter school license in a particular subject area to teach additional subjects under the supervision and/or direction of another Wisconsin certified teacher currently teaching in that subject area, provided that student learning meets standards applicable to the charter school. (2011-16)

4.69 Revocation

The WASB supports legislation to require the DPI to revoke the license of any teacher who has been dismissed or non-renewed by a school board for intentionally using school district technology to download, view or distribute pornographic material in violation of the district's acceptable use policy. The WASB further supports requiring the DPI to make information about the disposition of such cases publicly available if revocation is the result of the hearing. (2011-17)

4.80 Evaluations

The WASB supports efforts of school districts to systematically and periodically evaluate and compensate teachers, administrators and support staff members based on performance. (1989-1)(1996-8)

1 **(a) Staff Improvement/Professional Development**

2 The WASB supports the efforts of school boards to provide staff professional development to
3 address staff improvement at the local level through effective evaluation and improved
4 supervisory techniques that include coaching/mentoring. (1991-11)
5

6 **(b) Student Achievement as Performance Criteria**

7 The WASB supports legislation that would allow districts to develop a teacher evaluation
8 instrument that would include all test/assessment results as part of the criteria for evaluating
9 teachers. The WASB supports efforts to develop a model teacher evaluation system, provided
10 that such a system is not mandated, is implemented gradually, and allows districts that have
11 piloted their own rigorous teacher evaluation systems to continue to use those evaluation
12 systems. (1999-16)(2012-15)
13

14 **(c) The WASB supports efforts to:** (1) develop definitions of key guiding principles of a high
15 quality educator effectiveness system; (2) create model performance based evaluation systems
16 for teachers and principals; (3) build a regulatory framework for implementation that includes
17 how student achievement will be used in context; and (4) make recommendations for methods to
18 support improvement and recognize performance. (2012-15)
19

20 **Rationale:** These changes are meant to remove outdated language, update terminology and
21 consolidate resolution language into a more concise and coherent policy. This is
22 deleting/rewriting existing resolutions in accordance with the original intent, nothing new was
23 added.
24

25 ***(Note: Headings/Titles of resolutions and placement in the book are decided by WASB staff.***
26 ***The delegates need to approve resolution language changes and deletions. The numbers in***
27 ***parentheses indicate the year the original/existing language was adopted by delegates.)***

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, WI

December 12, 2023

Amendment and Renewal of Superintendent's Employment Contract

Dr. Jeffrey Weiss was appointed as Superintendent of Schools effective October 1, 2022. His current contract will expire on July 31, 2024.

Recommendation

It is recommended that the Board approve the amendment to the current contract along with the renewal of the Superintendent's employment contract, for the period of July 1, 2024 through June 30, 2026, with the option of a one-year extension.

Yolanda Adams
School Board President

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National Mentoring Month January 2024

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.

President, Board of Education

Superintendent of Schools

Secretary, Board of Education

Members of the Board:

*Resolution 419
December 12, 2023*

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

December 12, 2023

**Tentative Schedule of Reports, Events,
and Legal Deadlines for School Board
(December-January)**

December

- December 12, 2023 – Regular School Board Meeting – ITA Auditorium – 7 p.m.
- December 15, 2023 – Staff work day – no students report
- December 21, 2023 – Winter Recess Begins – district closed

January

- January 3, 2024 – Student Report
- January 15, 2024 – Dr. Martin Luther King, Jr. Day – District Closed
- January 19, 2024 – Staff workday – no student report
- January 23, 2024 – Regular School Board Meeting

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