

**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

August 27, 2024 at 7 p.m.

John J. Hosmanek Educational Support Center

Board Meeting Room 3600 52<sup>nd</sup> St., Kenosha WI, 53144

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Regular School Board Meeting August 27, 2024 Educational Support Center 3600 52nd St. Kenosha, WI 53144 7:00 PM

I. Pledge of Allegiance	
II. Roll Call of Members	
III. Awards/Recognition	
<ul> <li>Bradford High School Girls' Softball Division 1 State Champions</li> </ul>	
IV. Introduction, Welcome and Comments by Student Ambassador	
V. Superintendent's Report	
VI. Legislative Report	
VII. Views and Comments by the Public	
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	6
Minutes of the 7/23/24 Special Meeting and Executive Session, 7/23/24 Regular	
Meeting, and 8/19/24 Special Meeting	
C. Consent/Approve	14
Summary of Receipts, Wire Transfers and Check Registers	
XI. Old Business	
A. Discussion	22
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XII. New Business	
A. Discussion/Action	23
Dimensions of Learning Site Property Sale	
B. Discussion/Action	62
Provisions Governing the Transportation of Students Attending Public and Private	
Schools for the 2024-2025 School Year	
C. Discussion/Action	66

	Report in Aggregate of \$50,000 - Cooperative Education Service Agency (CESA) 6	
	Professional Learning	
	D. Discussion/Action	88
	Policy 5473 - Suspensions & Policy 5474 - Student Expulsion (First Reading)	
	E. Discussion/Action	100
	Gang Prevention Education Program Year End Report	
	F. Discussion/Action	111
	Employee Handbook	
	G. Discussion/Action	175
	Resolution in Recognition of National Hispanic Heritage Month	
	H. Discussion/Action	177
	Resolution in Recognition of National Suicide Prevention Awareness Month	
Х	III. Announcements/Updates by Board members (2-minute limit per member)	
	<ul> <li>Per Policy 8710, comments in response to public comments are allowable only if the to</li> </ul>	pic
	was included in the original notice of the meeting.	
Χ	IV. Other Business as Permitted by Law	
X	V. Tentative Schedule of Reports, Events and Legal Deadlines for School Board	178
(5	September-October)	
X	VI. Predetermined Time and Date of Adjourned Meeting, if Necessary	
X	VII. Adjournment	

#### Kenosha Unified School District Kenosha, WI August 27, 2024

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

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE
Appointment	Akhtar	Sadaf	Bullen Middle School	Cross Categorical	Instructional	08/26/2024	1
Appointment	Alumbreros	Alejandro	Fine Arts	Music	Instructional	08/26/2024	1
Appointment	Andrews	Lyubov	Grewenow Elementary School	Kindergarten	Instructional	08/26/2024	1
Appointment	Bishop	Nicole	Forest Park Elementary School	Cross Categorical	Instructional	08/26/2024	1
Appointment	Brodkorb	Jacob	KTEC	Science	Instructional	08/26/2024	1
Appointment	Coleman	Sheila	Grant Elementary School	Cross Categorical	Instructional	08/26/2024	1
Appointment	Cutler	Kaylee	Department of Special Education	District Homeless Liaison	Instructional	08/26/2024	1
Appointment	Dionisio	Raquel	Department of Student Support	Guidance	Instructional	08/26/2024	1
Appointment	Doherty	Thomas	Jeffery Elementary School	Grade 4	Instructional	08/26/2024	1
Appointment	Dosemagen	Debra	Department of Special Education	Special Health Care Nurse	Instructional	08/26/2024	1
Appointment	Drake	Stephanie	Lance Middle School	Cross Categorical	Instructional	08/26/2024	1
Appointment	Escobedo	Victor	School Leadership	Administrative Specialist (12 MO)	ASP	07/23/2024	1
Appointment	Felix	Trisha	Hillcrest School	Cross Categorical	Instructional	08/26/2024	1
Appointment	Fick	Hannah	Prairie Lane Elementary School	Grade 2	Instructional	08/26/2024	1
Appointment	Gotta	Chrystal	Mahone Middle School	Special Education	ESP	08/27/2024	1
Appointment	Graves	Hollace	Grewenow Elementary School	L.D.	Instructional	08/26/2024	1
Appointment	Greco	Irena	Prairie Lane Elementary School	Grade 3	Instructional	08/26/2024	1
Appointment	Henderson	Elizabeth	Bullen Middle School	Cross Categorical	Instructional	08/26/2024	1
Appointment	McGee	Amy	Curtis Strange Elementary School	Cross Categorical	Instructional	08/26/2024	1
Appointment	Meissner	Jason	Fine Arts	Middle School Choir	Instructional	08/26/2024	1
Appointment	Mendoza	Jocelyne	Roosevelt Elementary School	Grade 1	Instructional	08/26/2024	1
Appointment	Neal	Rickeya	Tremper High School	Cross Categorical	Instructional	08/26/2024	1
Appointment	Patterson	Kamajjae	Washington Middle School	Special Education	Instructional	08/26/2024	1
Appointment	Pederson	Kelly	Southport Elementary School	C.D.S.	Instructional	08/26/2024	1
Appointment	Rodriguez Trejo	Itzel	Bullen Middle School	Spanish	Instructional	08/26/2024	1
Appointment	Stanley	Mackenzie	Indian Trail HS & Academy	Art	Instructional	08/26/2024	1
Appointment	Stefanski	Douglas	Lance Middle School	Science	Instructional	08/26/2024	1
Appointment	Walter	Michelle	Frank Elementary School	Grade 4	Instructional	08/12/2024	1
Appointment	Writz	Sarah	Department of Special Education	Administrative Specialist (12 MO)	ASP	08/05/2024	1
Resignation	Behning	Jennifer	Grant Elementary School	Grade 2	Instructional	07/31/2024	1
Resignation	Damrow	Jessica	Reuther Central High School	Physical Education	Instructional	06/13/2024	1

#### Kenosha Unified School District Kenosha, WI August 27, 2024

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

Resignation	Danko-Meyer	Jessica	Department of Special Education	Occupational Therapy	Instructional	08/05/2024	1
Resignation	David	John	Department of Special Education	Psychologist	Instructional	06/13/2024	1
Resignation	Delgado	Arcelia	Harborside Academy	Administrative Support (12 MO)	ASP	08/16/2024	1
Resignation	Domenk	Shannon	KTEC	Tech Ed Support	Instructional	08/01/2024	1
Resignation	Franz	Darlene	Somers Elementary School	Information/Health Services	ESP	07/26/2024	1
Resignation	Garin	Jennifer	Brass Community School	Culture and Safety Specialist	Instructional	08/02/2024	1
Resignation	Geisler	Katie	Harvey Elementary School	Grade 5	Instructional	08/12/2024	1
Resignation	Gomez	Claudia	KTEC	Grade 5	Instructional	06/13/2024	1
Resignation	Hasser	Rachael	Forest Park Elementary School	Cross Categorical	Instructional	07/30/2024	1
Resignation	Henegar	Angie	Frank Elementary School	Guidance	Instructional	06/13/2024	1
Resignation	Mikolaijczyk	Callie	Mahone Middle School	Science	Instructional	06/13/2024	1
Resignation	Mitchell	Shelley	Department of Special Education	Guidance	Instructional	06/13/2024	1
Resignation	Nelson	Ashley	Mahone Middle School	Special Education	ESP	06/12/2024	1
Resignation	Sanderson	Ashley	Indian Trail HS & Academy	Special Education	ESP	06/12/2024	1
Resignation	Werk	Nadia	Frank Elementary School	Classroom	ESP	06/12/2024	1
Resignation	Ziccarelli	Krista	Pleasant Prairie Elementary School	Grade 5	Instructional	07/29/2024	1
Retirement	Perez	James	Brass Community School	Head Custodian	Facilities	08/16/2024	1

#### SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JULY 23, 2024

A special meeting of the Kenosha Unified School Board was held on Tuesday, July 23, 2024 in Room 125 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 6:13 p.m. with the following members present: Mrs. Schmaling, Mr. Price, Mr. Tierney, Mrs. Landry, and Ms. Stevens. Dr. Weiss and Mr. Tarik Hamdan was also present. Mrs. Modder and Ms. Adams were excused.

Ms. Stevens, 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.

Ms. Stevens announced that an executive session was scheduled to follow this special meeting for the purposes of Property Sale and Personnel: Evaluation Consideration.

Mr. Price moved that the executive session be held. Second by Mr. Tierney. Motion carried unanimously. Moved into closed session at 6:15 p.m.

#### 1. Property Sale

Mr. Tarik Hamdan, Chief Financial Officer, and Dr. Weiss presented board members with information pertaining to a legal matter.

Board members asked questions and gave direction to administration.

Mr. Hamdan left the meeting at 6:23 p.m.

#### 2. Personnel: Evaluation Consideration

Dr. Weiss presented the proposed administrative standards for his evaluation, along with proposed district goals for the 2024-25 school year.

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

Meeting adjourned at 6:53 p.m.

Denise Ewing School Board Secretary

#### REGULAR MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JULY 23, 2024

A regular meeting of the Kenosha Unified School Board was held on Tuesday, July 23, 2024, at 7:00 p.m. in the Board Room at the John J. Hosmanek Educational Support Center. Ms. Stevens, Vice President, presided.

The meeting was called to order at 7:04 p.m. with the following Board members present: Mrs. Schmaling, Ms. Adams, Mr. Price, Mr. Tierney, Mrs. Landry, and Ms. Stevens. Dr. Weiss was also present. Mrs. Modder and Ms. Adams were excused.

Ms. Stevens, Vice President, opened the meeting by announcing that this was a regular meeting of the School Board of Kenosha Unified School District. Notice of this regular meeting was given to the public by forwarding the complete agenda to all requesting radio stations and newspapers. Copies of the complete agenda are available for inspection at all public schools and the Superintendent's office. Anyone desiring information as to forthcoming meetings should contact the Superintendent's office.

Mrs. Tanya Ruder, Chief Communications Officer, presented the Fine Arts Theater Awards – Jerry Awards, International Thespian Festival, and Junior Theater Festival.

No student ambassador was present.

- Dr. Weiss gave the Superintendent's Report.
- Dr. Price gave the Legislative Report.

Views and comments were made by the public, including a written comment that was read into the record.

Ms. Stevens gave remarks by the Vice President.

Dr. Weiss read the biographies and presented the following Administrative Appointments: Ms. Julie Cholak as Principal of Southport Elementary, Mr. Jason Creel as Principal of KTEC, Ms. Jennifer Folkers as Principal of Grewenow Elementary, and Mr. Steve Germain as Principal of Mahone Middle School.

- Mr. Price moved to approve the consent agenda (items A-E) as printed. Second by Mrs. Landry. Motion carried unanimously.
- Dr. Weiss presented the proposed updates to Policy 8850 School Board Committees as a second reading, noting a few changes since the first reading.
- Mr. Price moved to approve Policy 8850 as presented as a second reading. Second by Mr. Tierney. Motion carried unanimously.

Dr. Weiss introduced Brian Nicol from the Donovan Group, who gave the Operational Referendum presentation virtually, as submitted by Mr. Tarik Hamdan, Chief Financial Officer, Dr. Weiss, and Mrs. Ruder.

No action was taken on this item as it was an informational item.

Mrs. Wendy Tindall, Chief Academic Officer, presented the Report of Contract in Aggregate of \$50,000 for ESGI which was submitted by Mr. Hamdan, Mrs. Tindall, Ms Amy Franz, Purchasing Agent, Mrs. Mary Hoover, Coordinator of Elementary English Language Arts and Social Studies, and Ms. Stacy Cortez, Coordinator of Elementary Math and Science, and Dr. Weiss. This contract is for a digital platform for an online phonics assessment system from ESGI.

Mr. Price moved to approve the \$52,425.00 for a 1 year renewal contract beginning August 1, 2024, with ESGI for a digital platform to provide elementary teachers with on-line resources that support reading and math instruction. The funding source for this purchase is the Teaching and Learning budget. Second by Mrs. Landry. Motion carried unanimously.

Mr. William Haithcock, Chief of School Leadership, along with Mr. Kris Keckler, Chief Information Officer, presented the Closure of The Brompton School and Expansion of Dimensions of Learning Academy submitted by Dr. Weiss and himself. He explained the difference of this motion in contrast to the motion from June 25, 2024 and why DPI requires this specific motion.

Mr. Price moved to approve the Closure of The Brompton School and Expansion of Dimensions of Learning Academy charter and enrollment to include elements from the former Brompton School charter, including the Project Lead the Way and Leader in Me. This combined school, which was renamed the Ruth Harman Academy at the June 25, 2024 regular board meeting, shall retain the existing DPI school number previously assigned to the Dimensions of Learning Academy. Second by Mrs. Landry. After much discussion, Mr. Price withdrew his motion. There was consensus to postpone any action on this item until administration is able to gather more information and bring back a new proposal at a special called meeting.

Mrs. Tindall presented the Request to Approve and Implement the John J. and Ruth F. Kloss Charitable Trust – Lakeview Technology Academy, submitted by Dr. Weiss, Ms. Bethany Ormseth, Lakeview Technology Academy Principal, and herself.

Mr. Price moved to accept the \$50,000 grant award from the John J. and Ruth F. Kloss Charitable Trust as presented. Second by Mr. Tierney. Motion carried unanimously.

Mrs. Tindall, along with Mr. Aaron Williams, Coordinator of Career and Technical Education, presented the Request to Implement the Wisconsin Department of

Workforce Development Regional Career and Education Equipment Grant, submitted by Dr. Weiss and themselves.

- Mr. Price moved to approve the implementation of the Wisconsin Department of Workforce Development Regional Career and Education Equipment Grant in the amount of \$30,000. Second by Mrs. Schmaling. Motion carried unanimously.
- Mr. Haithcock presented the recommendation to appoint Independent Hearing Officers for Expulsion Hearing. The three part-time employees included Ms. Therese Freiberg to serve as our main hearing officer, and Mrs. Gayle Titus and Mr. Michael Rupnow to serve as back-up officers for the 2024-25 school year.
- Mrs. Schmaling moved to reauthorize the appointment of Therese Freiberg, Gayle Titus, and Michael Rupnow as Independent Hearing Officers for the purpose of expulsion hearings for the 2024-25 school year at the rate of \$100 for the first hour and \$25 for every 15 minutes thereafter, not to exceed \$300 per hearing. Second by Mr. Price. Motion carried unanimously.
- Dr. Weiss along with Mr. Kevin Neir, Chief Human Resource Officer, presented Policy and Rule 4227 Staff-Student Relationships and Professional Boundaries, submitted by themselves.
- Mrs. Schmaling moved to approve Policy and Rule 4227 Staff-Student Relationships and Professional Boundaries as a first and second reading. Second by Mrs. Landry. Motion carried unanimously.
- Mr. Kris Keckler, Chief Information Officer, along with Mr. Haithcock and Mrs. Tindall, presented the proposed 2025-26 Instructional Calendar for Frank Elementary School, submitted by Dr. Weiss and themselves. This proposal is a change from the calendar presented at the June 25, 2024 board meeting.
- At 10:06 p.m. Mrs. Schmaling made a motion to extend the meeting past 10:00 p.m. Second by Mr. Price. Motion carried unanimously.
- Mr. Price moved to change the proposed Frank Elementary Instructional Calendar for 2025-26 school year back to reflect the 2023-24 school year calendar, which included three eight (8) day enrichment weeks. Second by Mrs. Landry. Motion carried with Ms. Stevens dissenting.
- Mr. Haithcock presented the School Resource Officer (SRO) Agreements with the City of Kenosha and Village of Pleasant Prairie, submitted by Dr. Weiss and himself.
- Mrs. Schmaling moved to approve the agreement between KUSD and the City of Kenosha for the purpose of hiring School Resource Officers for the 2024-25, 2025-26, and 2026-27 school years. Second by Mr. Tierney. Motion carried unanimously.

Mrs. Schmaling moved to approve the agreement between KUSD and the Village of Pleasant Prairie for the purpose of hiring a School Resource Officer for the fall semester of the 2024-25 school year. Second by Mr. Price. Motion carried unanimously.

Mrs. Schmaling presented a Donation to the District and moved that it be approved as presented. Second by Mr. Tierney. Motion carried unanimously.

Board Members made announcements.

Mrs. Landry made a motion to adjourn. Second by Mr. Price. Motion carried unanimously.

Meeting adjourned at 10:31 p.m.

Denise Ewing School Board Secretary

#### A SPECIAL MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD AUGUST 19, 2024

A special meeting of the Kenosha Unified School Board was held on Monday, August 19, 2024, at 5:00 p.m. in the Board Room at the John J. Hosmanek Educational Support Center. The purpose of this meeting was for Views and Comments by the Public, Discussion/Action – Ruth Harman Academy Transition from a District Charter School to a District School of Choice, and Discussion/Action – Proposed Closure of The Brompton School.

The meeting was called to order at 5:00 p.m. with the following members present: Mrs. Schmaling, Mr. Price, Mr. Tierney, Mrs. Landry, Ms. Stevens and Mrs. Modder. Dr. Weiss was also present. Ms. Adams was excused.

Mrs. Modder, 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.

No views and comments were made by the public.

Mr. Bill Haithcock, Chief of School Leadership, Mr. Kris Keckler, Chief Information Officer, Mr. Tarik Hamdan, Chief Financial Officer, Mrs. Wendy Tindall, Chief Academic Officer, Mrs. Michelle Santelli, Regional Middle, Charter and Choice School Leadership, Mrs. Gina Greil, Ruth Harman Academy Principal, and Dr. Weiss, Superintendent, presented the Ruth Harman Academy Transition from a District Charter School to a District School of Choice submitted by Mr. Haithcock, Mrs. Greil, and Dr. Weiss.

Ms. Stevens moved to approve the following:

- Close the Ruth Harman Academy as an instrumentality charter school and convert it to a traditional public K-8 choice school;
- Continue using the existing state numbers (formerly DOLA) regarding school accountability measures;
- Ensure all currently enrolled Ruth Harman Charter School students, who
  were previously accepted through the approved charter enrollment process,
  retain their enrollment offering for the new Ruth Harman Academy Choice
  School; and
- Fund the unique components of the Ruth Harman Academy as described in the attached program description. (Attachment A, Appendix B)

Second by Mr. Price. Motion carried unanimously.

Mr. Haithcock, Mr. Keckler, Mr. Hamdan, Mrs. Tindall, Mrs. Santelli, Mrs. Greil, and Dr. Weiss presented the Proposed Closure of The Brompton School submitted by Mr. Haithcock, Mrs. Greil, and Dr. Weiss.

Ms. Stevens moved to close The Brompton School as an instrumentality charter school effective immediately and grant enrollment rights to all currently enrolled Brompton students, who were previously accepted through the existing charter

enrollment process, for respective grade levels at The Ruth Harman Academy (choice school) for the 2024-25 school year. Second by Mr. Price. Motion carried unanimously.

Motion to Adjourn made by Ms. Stevens. Second by Mrs. Landry. Motion carried unanimously.

Meeting adjourned at 5:17 p.m.

Denise Ewing School Board Secretary

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#### Kenosha Unified School District Kenosha, Wisconsin Summary of Cash Receipts and Disbursements August 27, 2024

CASH RECEIPTS	reference	total
July 2024 Wire Transfers-In, to Johnson Bank fro	m:	
WI Department of Public Instruction	state aids register receipts	\$ 22,620.61
Bankcard Services (Purplepass)	fine arts ticket sales receipts (net of fees)	6,583.20
Bank (Infinite Campus)	district web store receipts (net of fees)	36,391.75
Retired & Active Leave Benefit Participants	premium reimbursements	48,353.29
WI Department of Revenue	Compouter State Aid	410,258.89
Various Sources	small miscellaneous grants / refunds / rebates	95,541.40
Total Incoming Wire Transfers		619,749.14
July 2024 Deposits to Johnson Bank - All Funds: General operating and food services receipts	(excluding credit cards)	329,450.53
TOTAL JULY CASH RECEIPTS		\$ 949,199.67
CASH DISBURSEMENTS	reference	total
July 2024 Wire Transfers-Out, from Johnson Ban	k to:	
Payroll & Benefit wires Individual Employee Bank Accounts	net payrolls by EFT	\$ 8,192,618.52
, •	(net of reversals)	
WI Department of Revenue	state payroll taxes	64,416.29
WI Department of Revenue  IL Department of Revenue	state wage attachments	1,793.85 3,633.27
IRS	IL state payroll taxes	798,756.88
Delta Dental	federal payroll taxes	
Diversified Benefits Services	dental insurance premiums	212,664.07 12,987.61
	flexible spending account claims	·
Employee Trust Funds NVA	wisconsin retirement system	4,084,579.20
	vision insurance premiums	16,900.72 355,931.19
Optum Various	HSA	86,377.03
Subtotal	TSA payments	13,830,658.63
		13,030,030.03
General Operating Wires US Bank	nurchasing eard nayment individuals	170,587.14
Aegis	purchasing card payment-individuals  workers' compensation payment	200,000.00
Kenosha Area Business Alliance		18,371.22
United Healthcare	LakeView lease payment health insurance premiums	4,026,348.56
Subtotal	nealth insurance premiums	4,415,306.92
Subtotal		.,,
Total Outgoing Wire Transfers		\$ 18,245,965.55
July 2024 Check Registers - All Funds:		
Net payrolls by paper check	Register# 01015DP, 01614DP 01714DP, 01515DP	\$ 2,657.46
General operating and food services	Check# 634946 thru Check# 636513	7 751 511 10
Total Check Registers	(net of void batches)	7,751,511.10 \$ 7,754,168.56
TOTAL JULY CASH DISBURSEMENTS		\$ 26,000,134.11

<sup>\*</sup>See attached supplemental report for purchasing card transaction information

Merchant Name	Total	
EVERWHITE CORPORATION	\$	29,762.35
HOTEL	\$	18,649.70
MENARDS KENOSHA WI	\$	8,061.11
ULINE *SHIP SUPPLIES	\$	6,314.97
HAJOCA KENOSHA PC354	\$	5,803.27
HIGHWAY C SERVICE INC	\$	4,909.25
HALLMAN LINDSAY PAINTS -	\$	4,177.12
TRANE SUPPLY-116407	\$	3,441.64
(PC) 3654 INTERSTATE	\$	3,435.90
CONCORD THEATRICALS CORP.	\$	3,230.60
HEAT & POWER PRODUCTS INC	\$	2,906.56
UNIFILLER SYSTEMS	\$	2,864.00
IN *A BEEP, LLC	\$	2,625.00
VEHICLE MAINT. & FUEL	\$	2,464.22
LYNCH TRUCK CENTER	\$	2,198.66
BANDOSHOES	\$	2,100.90
DRAMATISTS PLAY SERV	\$	1,880.00
AMZN MKTP US*RC4Z65U82	\$	1,835.98
LOWES #02560*	\$	1,804.96
VYRON CORPORATION	\$	1,727.74
FIRST SUPPLY KENOSHA	\$	1,564.98
ALLSTICKERPRINTING	\$	1,550.00
MARKS PLUMBING PARTS	\$	1,532.24
HUDL	\$	1,500.00
KENOSHA COUNTY HEALTH DEP	\$	1,394.00
GRAINGER	\$	1,300.55
CUSTOMINK LLC	\$	1,270.00
WASBO FOUNDATION	\$	1,250.00
AMAZON MKTPL*RC38E5901	\$	1,247.97
AMAZON MKTPL*RY1GR0CS2	\$	1,247.97
CHESTER ELECTRONIC SUPPLY	\$	1,209.98
SAMSCLUB.COM	\$	1,118.30
NORTHERN MECHANICAL	\$	1,115.66
D W DAVIES & CO INC	\$	1,064.02
AMAZON MKTPL*RC18Y9QP1	\$	1,060.68
SQ *KATIE K HAIR STUDIO	\$	1,000.00
BOX OUT SPORTS	\$	950.00
ENTERPRISE RENT-A-CAR	\$	944.47
FERGUSON ENT #1020	\$	918.76
ZORN COMPRESSOR AND EQUIP	\$	915.97
IN *ECONO HOLDING COMPANY	\$	870.35
DASH MEDICAL GLOVES	\$	855.96
USAD	\$	750.00
MID-STATE - 10303 - SALEM	\$	744.52
SAFETY PLAY	\$	738.00
STERICYCLE INC/SHRED-IT	\$	737.37
AIRLINE	\$	735.98
	4 =	

MARK'S PLUMBING PARTS DHS EPAY FORWARD HEALTH S 709.00 AMZN MKTP US'UD3M574V3 \$ 681.99 BUILDING CONTROLS & SOLUT \$ 661.97 AMAZON.COM*RC4HE6V60 \$ 649.70 RICE U-SCS FLP WEB \$ 645.00 ROCHESTER 100 INC USPS PO 5642800260 WEBCONNEX LLC \$ 608.85 IN *K TOWN PALLET, INC \$ 600.00 WEWCONNEX LLC \$ 608.85 IN *K TOWN PALLET, INC \$ 600.00 WWW.EVERGREENEDGROUP.C \$ 597.00 OFFICEMAX/DEPOT 6869 \$ 590.72 INTERSTATE SAWING CO AMAZON MKTPL*RG3TI4IX2 \$ 531.82 BAND SHOPPE \$ 528.41 PLANBOOK.COM \$ 504.00 SQ *THE VAULT/SHEL?S BRID \$ 500.00 RESTAURANTS & CATERING \$ 461.62 AMAZON RETAIL* TODD \$ 456.96 CDW GOVT #ZR00501698 RYDIN DECAL- MOTO SAMAZON.COM*Y4M34DN0 RYDIN DECAL- MOTO \$ 444.50 AMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*Y4M34DN0 SAMAZON.COM*RY4M34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY4W34DN0 SAMAZON.COM*RY50WONP2 SAMALCHIMP *MISC SAMACON.COM*RY50WONP2 SAMALCHIMP *MISC SAMACON.COM*RY50WONP2 SAMALCHIMP *MISC SAMACON.COM*RY50WONP2 SAMACON.COM*RY50W	Merchant Name	Total	
DHS EPAY FORWARD HEALTH         \$ 709.00           AMZN MKTP US*UD3M574V3         \$ 681.99           BUILDING CONTROLS & SOLUT         \$ 661.97           AMAZON.COM*RC4HE6V60         \$ 649.70           RICE U-SCS FLP WEB         \$ 645.00           ROCHESTER 100 INC         \$ 620.00           USPS PO 5642800260         \$ 612.00           WEBCONNEX LLC         \$ 608.85           In *K TOWN PALLET, INC         \$ 600.00           WWW.EVERGREENEDGROUP.C         \$ 597.00           OFFICEMAX/DEPOT 6869         \$ 590.72           INTERSTATE SAWING CO         \$ 575.00           AMAZON MKTPL*RG3TI4IX2         \$ 531.82           BAND SHOPPE         \$ 528.41           PLANBOOK.COM         \$ 504.00           SQ *THE VAULT/SHEL?S BRID         \$ 500.00           RESTAURANT'S & CATERING         \$ 461.62           AMAZON RETAIL* TODD         \$ 456.96           CDW GOVT #ZR00501698         \$ 450.00           RYDIN DECAL- MOTO         \$ 444.50           AMAZON.COM*RY4M34DNO         \$ 439.98           WWW.STRAWBRIDGE.NET         \$ 385.00           THE HOME DEPOT 4926         \$ 391.33           NASSP PRODUCT & SERVICE         \$ 385.00           OFFICEMAX/DEPOT 6358         \$ 3			709.70
AMZON MKTP US'UD3M574V3 BUILDING CONTROLS & SOLUT \$661.97 AMAZON.COM*RC4HE6V60 \$649.70 RICE U-SCS FLP WEB \$645.00 ROCHESTER 100 INC \$620.00 WEBCONNEX LLC \$608.85 IN 'KTOWN PALLET, INC \$600.00 WWEBCYERGREENEDGROUP.C \$597.00 OFFICEMAX/DEPOT 6869 \$590.72 INTERSTATE SAWING CO AMAZON MKTPL*RG3TI4IX2 \$518.82 BAND SHOPPE \$528.41 PLANBOOK.COM \$504.00 RESTAURANTS & CATERING \$461.62 AMAZON RETAIL* TODD \$456.96 CDW GOVT #ZR00501698 RYDIN DECAL- MOTO SYDIN DECAL- MOTO SYDIN DECAL- MOTO SYDIN SERVICE \$385.00 WWW.STRAWBRIDGE.NET THE HOME DEPOT 4926 \$385.00 WALMART.COM \$30.21 WASON RETAIL* COM WASON RETAIL* COM SYDIN DECAL- MOTO SY	DHS EPAY FORWARD HEALTH		
BUILDING CONTROLS & SOLUT         \$ 661.97           AMAZON.COM*RC4HE6V60         \$ 649.70           RICE U-SCS FLP WEB         \$ 645.00           ROCHESTER 100 INC         \$ 620.00           USPS PO 5642800260         \$ 612.00           WEBCONNEX LLC         \$ 608.85           IN *K TOWN PALLET, INC         \$ 600.00           WWW.EVERGREENEDGROUP.C         \$ 597.00           OFFICEMAX/DEPOT 6869         \$ 597.00           INTERSTATE SAWING CO         \$ 575.00           AMAZON MKTPL*RG3TI4IX2         \$ 531.82           BAND SHOPPE         \$ 528.41           PLANBOOK.COM         \$ 504.00           SQ *THE VAULT/SHEL?S BRID         \$ 500.00           RESTAURANT'S & CATERING         \$ 461.62           AMAZON RETAIL* TODD         \$ 456.96           CDW GOVT #ZR00501698         \$ 450.00           RYDIN DECAL- MOTO         \$ 444.50           AMAZON RETAIL* TODD         \$ 349.98           WWW.STRAWBRIDGE.NET         \$ 385.00           WALMART.COM         \$ 389.32           MALCHIMP *MISC         \$ 385.00           MALCHIMP *MISC         \$ 376.00           AMAZON RYOWONP2         \$ 371.52           SURRIS EQUIPMENT CO.         \$ 364.80	AMZN MKTP US*UD3M574V3	**************************************	
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OFFICEMAX/DEPOT 6869         \$ 590.72           INTERSTATE SAWING CO         \$ 575.00           AMAZON MKTPL*RG3TI4IX2         \$ 531.82           BAND SHOPPE         \$ 528.41           PLANBOOK.COM         \$ 504.00           SQ *THE VAULT/SHEL?S BRID         \$ 500.00           RESTAURANTS & CATERING         \$ 456.96           CDW GOVT #ZR00501698         \$ 450.00           RYDIN DECAL- MOTO         \$ 444.50           AMAZON.COM*RY4M34DN0         \$ 439.98           WWW.STRAWBRIDGE.NET         \$ 432.17           THE HOME DEPOT 4926         \$ 391.33           NASSP PRODUCT & SERVICE         \$ 385.00           WALMART.COM         \$ 380.27           MAILCHIMP *MISC         \$ 376.00           AMAZON.COM*R70WV0NP2         \$ 371.52           BURRIS EQUIPMENT CO.         \$ 364.80           MONSTER JANITORIAL LLC         \$ 359.85           SMORE.COM         \$ 344.12           AMAZON MKTPL*RC9AD5HP1         \$ 335.06           OFFICEMAX/DEPOT 6358         \$ 327.50           IKEA OAK CREEK         \$ 348.12           DECKER EQUIP SCHOOL FIX         \$ 340.06           AMAZON MKTPL*RY7H200T1         \$ 299.49           AMZN MKTP US*RY82749G0         \$ 297.00		\$	
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BAND SHOPPE PLANBOOK.COM SQ *THE VAULT/SHEL?S BRID SQ *THE VAULT/SHEL?S BRID SQ *THE VAULT/SHEL?S BRID SQ *THE VAULT/SHEL?S BRID SETAURANTS & CATERING SQ *THE VAULT/SHEL?S BRID SQ *THE VAULT/SHELPS BR	AMAZON MKTPL*RG3TI4IX2		531.82
PLANBOOK.COM       \$ 504.00         SQ *THE VAULT/SHEL?S BRID       \$ 500.00         RESTAURANTS & CATERING       \$ 461.62         AMAZON RETAIL* TODD       \$ 456.96         CDW GOVT #ZR00501698       \$ 450.00         RYDIN DECAL- MOTO       \$ 444.50         AMAZON.COM*RY4M34DN0       \$ 439.98         WWW.STRAWBRIDGE.NET       \$ 321.33         THE HOME DEPOT 4926       \$ 391.33         NASSP PRODUCT & SERVICE       \$ 385.00         WALMART.COM       \$ 380.27         MAILCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 358.00         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZON MKTP US*Y82749G0       \$ 297.00         AMZN MKTP US*Y82749G0       \$ 297.00         AMZN MKTP US*Y82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 283.64	BAND SHOPPE		528.41
SQ *THE VAULT/SHEL?S BRID       \$ 500.00         RESTAURANTS & CATERING       \$ 461.62         AMAZON RETAIL* TODD       \$ 456.96         CDW GOVT #ZR00501698       \$ 450.00         RYDIN DECAL- MOTO       \$ 444.50         AMAZON.COM*RY4M34DN0       \$ 439.98         WWW.STRAWBRIDGE.NET       \$ 432.17         THE HOME DEPOT 4926       \$ 391.33         NASSP PRODUCT & SERVICE       \$ 385.00         WALMART.COM       \$ 376.00         MALCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 359.85         SMORE.COM       \$ 359.85         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*RY82749G0       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 299.49	PLANBOOK.COM		
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AMAZON RETAIL* TODD CDW GOVT #ZR00501698 \$ 450.00 RYDIN DECAL- MOTO AMAZON.COM*RY4M34DN0 \$ 439.98 WWW.STRAWBRIDGE.NET \$ 432.17 THE HOME DEPOT 4926 \$ 391.33 NASSP PRODUCT & SERVICE \$ 385.00 WALMART.COM \$ 380.27 MAILCHIMP *MISC \$ 376.00 AMAZON.COM*R70WV0NP2 \$ 371.52 BURRIS EQUIPMENT CO. \$ 364.80 MONSTER JANITORIAL LLC \$ 359.85 SMORE.COM \$ 358.00 COLUMN PUBLIC NOTICE \$ 348.12 AMAZON MKTPL*RC9AD5HP1 \$ 335.06 OFFICEMAX/DEPOT 6358 \$ 327.50 IKEA OAK CREEK \$ 318.75 DECKER EQUIP SCHOOL FIX AMAZON MKTPL*RY7H200T1 \$ 299.49 AMZN MKTP US*RY82749G0 AMZN MKTP US*RY82749G0 \$ 297.00 A	RESTAURANTS & CATERING		
CDW GOVT #ZR00501698       \$ 450.00         RYDIN DECAL- MOTO       \$ 444.50         AMAZON.COM*RY4M34DN0       \$ 439.98         WWW.STRAWBRIDGE.NET       \$ 432.17         THE HOME DEPOT 4926       \$ 391.33         NASSP PRODUCT & SERVICE       \$ 385.00         WALMART.COM       \$ 380.27         MALCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 358.00         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*4V4QE11M3       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPECH LANGUAGE PAT       \$ 250.00	AMAZON RETAIL* TODD		
RYDIN DECAL- MOTO       \$ 444.50         AMAZON.COM*RY4M34DN0       \$ 439.98         WWW.STRAWBRIDGE.NET       \$ 432.17         THE HOME DEPOT 4926       \$ 391.33         NASSP PRODUCT & SERVICE       \$ 385.00         WALMART.COM       \$ 380.27         MAILCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 358.00         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*AUJQE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 293.80         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00	CDW GOVT #ZR00501698		
AMAZON.COM*RY4M34DN0 \$ 439.98 WWW.STRAWBRIDGE.NET \$ 432.17 THE HOME DEPOT 4926 \$ 391.33 NASSP PRODUCT & SERVICE \$ 385.00 WALMART.COM \$ 380.27 MAILCHIMP *MISC \$ 376.00 AMAZON.COM*R70WV0NP2 \$ 371.52 BURRIS EQUIPMENT CO. \$ 364.80 MONSTER JANITORIAL LLC \$ 359.85 SMORE.COM \$ 358.00 COLUMN PUBLIC NOTICE \$ 348.12 AMAZON MKTPL*RC9AD5HP1 \$ 335.06 OFFICEMAX/DEPOT 6358 \$ 327.50 IKEA OAK CREEK \$ 318.75 DECKER EQUIP SCHOOL FIX \$ 304.06 AMAZON MKTPL*RY7H200T1 \$ 299.49 AMZN MKTP US*RY82749G0 \$ 297.00 AMZN MKTP US*4U4QE11M3 \$ 295.98 BATTERIES PLUS #0561 \$ 293.80 SHERWIN WILLIAMS 703481 \$ 283.64 PBBS EQUIPMENT CORPORA \$ 267.39 RACINE ZOO OFFICE \$ 257.50 WI SPEECH LANGUAGE PAT \$ 250.00 WALGREENS #12413 \$ 250.00 U-HAUL MOVING & STORAGE O	RYDIN DECAL- MOTO		
WWW.STRAWBRIDGE.NET       \$ 432.17         THE HOME DEPOT 4926       \$ 391.33         NASSP PRODUCT & SERVICE       \$ 385.00         WALMART.COM       \$ 380.27         MAILCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 359.85         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*4U4QE11M3       \$ 299.49         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	AMAZON.COM*RY4M34DN0		
THE HOME DEPOT 4926       \$ 391.33         NASSP PRODUCT & SERVICE       \$ 385.00         WALMART.COM       \$ 380.27         MAILCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 359.80         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	WWW.STRAWBRIDGE.NET		
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WALMART.COM       \$ 380.27         MAILCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 358.00         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	NASSP PRODUCT & SERVICE		385.00
MAILCHIMP *MISC       \$ 376.00         AMAZON.COM*R70WV0NP2       \$ 371.52         BURRIS EQUIPMENT CO.       \$ 364.80         MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 358.00         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	WALMART.COM		380.27
BURRIS EQUIPMENT CO. \$ 364.80  MONSTER JANITORIAL LLC \$ 359.85  SMORE.COM \$ 358.00  COLUMN PUBLIC NOTICE \$ 348.12  AMAZON MKTPL*RC9AD5HP1 \$ 335.06  OFFICEMAX/DEPOT 6358 \$ 327.50  IKEA OAK CREEK \$ 318.75  DECKER EQUIP SCHOOL FIX \$ 304.06  AMAZON MKTPL*RY7H200T1 \$ 299.49  AMZN MKTP US*RY82749G0 \$ 297.00  AMZN MKTP US*4U4QE11M3 \$ 295.98  BATTERIES PLUS #0561 \$ 293.80  SHERWIN WILLIAMS 703481 \$ 283.64  PBBS EQUIPMENT CORPORA \$ 267.39  RACINE ZOO OFFICE \$ 257.50  WI SPEECH LANGUAGE PAT \$ 250.00  WALGREENS #12413 \$ 250.00  U-HAUL MOVING & STORAGE O \$ 243.20	MAILCHIMP *MISC	\$	376.00
BURRIS EQUIPMENT CO. \$ 364.80  MONSTER JANITORIAL LLC \$ 359.85  SMORE.COM \$ 358.00  COLUMN PUBLIC NOTICE \$ 348.12  AMAZON MKTPL*RC9AD5HP1 \$ 335.06  OFFICEMAX/DEPOT 6358 \$ 327.50  IKEA OAK CREEK \$ 318.75  DECKER EQUIP SCHOOL FIX \$ 304.06  AMAZON MKTPL*RY7H200T1 \$ 299.49  AMZN MKTP US*RY82749G0 \$ 297.00  AMZN MKTP US*4U4QE11M3 \$ 295.98  BATTERIES PLUS #0561 \$ 293.80  SHERWIN WILLIAMS 703481 \$ 283.64  PBBS EQUIPMENT CORPORA \$ 267.39  RACINE ZOO OFFICE \$ 257.50  WI SPEECH LANGUAGE PAT \$ 250.00  WALGREENS #12413 \$ 250.00  U-HAUL MOVING & STORAGE O \$ 243.20	AMAZON.COM*R70WV0NP2		371.52
MONSTER JANITORIAL LLC       \$ 359.85         SMORE.COM       \$ 358.00         COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	BURRIS EQUIPMENT CO.	\$	364.80
COLUMN PUBLIC NOTICE       \$ 348.12         AMAZON MKTPL*RC9AD5HP1       \$ 335.06         OFFICEMAX/DEPOT 6358       \$ 327.50         IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	MONSTER JANITORIAL LLC	\$	359.85
AMAZON MKTPL*RC9AD5HP1 \$ 335.06 OFFICEMAX/DEPOT 6358 \$ 327.50 IKEA OAK CREEK \$ 318.75 DECKER EQUIP SCHOOL FIX \$ 304.06 AMAZON MKTPL*RY7H200T1 \$ 299.49 AMZN MKTP US*RY82749G0 \$ 297.00 AMZN MKTP US*4U4QE11M3 \$ 295.98 BATTERIES PLUS #0561 \$ 293.80 SHERWIN WILLIAMS 703481 \$ 283.64 PBBS EQUIPMENT CORPORA \$ 267.39 RACINE ZOO OFFICE \$ 257.50 WI SPEECH LANGUAGE PAT \$ 250.00 U-HAUL MOVING & STORAGE O \$ 243.20	SMORE.COM	\$	358.00
AMAZON MKTPL*RC9AD5HP1 \$ 335.06 OFFICEMAX/DEPOT 6358 \$ 327.50 IKEA OAK CREEK \$ 318.75 DECKER EQUIP SCHOOL FIX \$ 304.06 AMAZON MKTPL*RY7H200T1 \$ 299.49 AMZN MKTP US*RY82749G0 \$ 297.00 AMZN MKTP US*4U4QE11M3 \$ 295.98 BATTERIES PLUS #0561 \$ 293.80 SHERWIN WILLIAMS 703481 \$ 283.64 PBBS EQUIPMENT CORPORA \$ 267.39 RACINE ZOO OFFICE \$ 257.50 WI SPEECH LANGUAGE PAT \$ 250.00 U-HAUL MOVING & STORAGE O \$ 243.20	COLUMN PUBLIC NOTICE	\$	348.12
IKEA OAK CREEK       \$ 318.75         DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	AMAZON MKTPL*RC9AD5HP1		335.06
DECKER EQUIP SCHOOL FIX       \$ 304.06         AMAZON MKTPL*RY7H200T1       \$ 299.49         AMZN MKTP US*RY82749G0       \$ 297.00         AMZN MKTP US*4U4QE11M3       \$ 295.98         BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	OFFICEMAX/DEPOT 6358	\$	327.50
AMAZON MKTPL*RY7H200T1 \$ 299.49 AMZN MKTP US*RY82749G0 \$ 297.00 AMZN MKTP US*4U4QE11M3 \$ 295.98 BATTERIES PLUS #0561 \$ 293.80 SHERWIN WILLIAMS 703481 \$ 283.64 PBBS EQUIPMENT CORPORA \$ 267.39 RACINE ZOO OFFICE \$ 257.50 WI SPEECH LANGUAGE PAT \$ 250.00 WALGREENS #12413 \$ 250.00 U-HAUL MOVING & STORAGE O \$ 243.20	IKEA OAK CREEK	\$	318.75
AMZN MKTP US*RY82749G0 \$ 297.00  AMZN MKTP US*4U4QE11M3 \$ 295.98  BATTERIES PLUS #0561 \$ 293.80  SHERWIN WILLIAMS 703481 \$ 283.64  PBBS EQUIPMENT CORPORA \$ 267.39  RACINE ZOO OFFICE \$ 257.50  WI SPEECH LANGUAGE PAT \$ 250.00  WALGREENS #12413 \$ 250.00  U-HAUL MOVING & STORAGE O \$ 243.20	DECKER EQUIP SCHOOL FIX	\$	304.06
AMZN MKTP US*4U4QE11M3 \$ 295.98 BATTERIES PLUS #0561 \$ 293.80 SHERWIN WILLIAMS 703481 \$ 283.64 PBBS EQUIPMENT CORPORA \$ 267.39 RACINE ZOO OFFICE \$ 257.50 WI SPEECH LANGUAGE PAT \$ 250.00 WALGREENS #12413 \$ 250.00 U-HAUL MOVING & STORAGE O \$ 243.20	AMAZON MKTPL*RY7H200T1	\$	299.49
BATTERIES PLUS #0561       \$ 293.80         SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	AMZN MKTP US*RY82749G0	\$	297.00
SHERWIN WILLIAMS 703481       \$ 283.64         PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20		\$	295.98
PBBS EQUIPMENT CORPORA       \$ 267.39         RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	BATTERIES PLUS #0561		293.80
RACINE ZOO OFFICE       \$ 257.50         WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20	SHERWIN WILLIAMS 703481		283.64
WI SPEECH LANGUAGE PAT       \$ 250.00         WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20			267.39
WALGREENS #12413       \$ 250.00         U-HAUL MOVING & STORAGE O       \$ 243.20			257.50
U-HAUL MOVING & STORAGE O \$ 243.20	WI SPEECH LANGUAGE PAT		250.00
	WALGREENS #12413	\$	250.00
NOVISIGN LTD \$ 240.00			243.20
	NOVISIGN LTD	\$	240.00

Merchant Name	Total	
DOCUSIGN INC.	\$	240.00
AMAZON MKTPL*RC3FK26S0	\$	237.99
AUER STEEL MILWAULKEE	\$	232.08
JOHNSTONE SUPPLY - RACINE	\$	231.16
AMAZON MKTPL*R73MG3FY2	\$	230.80
AMAZON.COM*RY2124KF2	\$	219.99
AMAZON.COM*3Q4UC0V93	\$	210.30
FSP*GOOD ARMSTRONG	\$	210.00
LOWES #00907*	\$	209.95
SP TEMPORARY TATTOOS	\$	199.51
AMZN MKTP US*RC1906AP2	\$	196.22
MENARDS OAK CREEK WI	\$	195.99
HOMEDEPOT.COM	\$	189.00
SP GLOWFORGE STORE	\$	187.80
ISTE	\$	180.00
ANIMOTO INC	\$	180.00
AMZN MKTP US*RC87D4AG0	\$	167.97
AMAZON MKTPL*RG7WW5KV0	\$	167.62
WM SUPERCENTER #1167	\$	166.86
AMAZON MKTPL*RG9QS6931	\$	164.09
ZOOM.US 888-799-9666	\$	158.15
SAMSCLUB #6331	\$	157.07
WI DSPS LICENSURE	\$	155.00
NOTARY PUBLIC UNDERWRITE	\$	143.90
LEES RENT IT	\$	137.00
AMAZON MKTPL*RC19L3210	\$	136.72
DAY-OFF.APP	\$	134.00
SPECTRUM	\$	131.28
REINDERS BRISTOL	\$	125.00
MENARDS WEST MILWAUKEE WI	\$	124.95
MIDWEST GRAPHICS SERVICES	\$	120.00
ROBERT BROOKE & ASSOCIATE	\$	116.22
HARBOR FREIGHT TOOLS3397	\$	115.46
TENUTAS	\$	113.07
AMZN MKTP US*RY1EZ50X0	\$	112.66
WM SUPERCENTER #1551	\$	111.35
AMAZON.COM*063WK45K3	\$	110.85
NATIONAL SCIENCE TEACHER	\$	110.00
AMAZON MKTPL*RC63K8Q11	\$	109.61
AMAZON RET* 112-181408	\$	106.92
AMAZON MKTPL*RC7BI2720	\$	105.74
WALGREENS #9605	\$	105.07
AMAZON MKTPL*RY5S05AP2	\$	103.95
AMZN MKTP US*R77HV4BM0	\$	103.95
ETSY.COM - MULTIPLE SHOP	\$	101.18
AMAZON MKTPL*RC2MU5FT1	\$	100.38
WASDA	\$	100.00

Merchant Name	Total	
AMAZON MKTPL*R77G30PP0	\$	94.98
TLF*WESTOSHA FLORAL	\$	94.94
AMAZON MKTPL*9I1OP3U33	\$	91.60
WWW.DOODLE.COM	\$	83.40
UNITED-STATES-FLAG.COM	\$	82.43
FESTIVAL FOODS	\$	81.58
IN *FILTRATION CONCEPTS.	\$	80.53
LIGHTFOOT WEB TOOLS	\$	78.00
AMZN MKTP US*R77AW1GX2	\$	77.68
HOLLAND SUPPLY INC	\$	74.98
AMAZON.COM*IY8R60TE3	\$	71.75
AMZN MKTP US*RC6GJ6TJ1	\$	70.98
AMZN MKTP US*RC50F8RO0	\$	70.12
AMERICAN RED CROSS	\$	70.00
WAL-MART #1167	\$	67.11
AMZN MKTP US*RC30G79N2	\$	65.98
WAL-MART #5438	\$	65.98
AMAZON MKTPL*RY7TO9VP1	\$	65.50
DOLLAR TREE, INC.	\$	63.30
AMAZON MKTPL*RC5GH0Y51	\$	62.88
PIONEER RUBBER & GASKET C	\$	61.64
TEACHERSPAYTEACHERS.COM	\$	60.12
WI ASSOCIATION OF SCHO	\$	60.00
AMAZON MKTPL*RC5AZ29O0	\$	59.67
AMAZON.COM*RC2564DT2	\$	59.14
AMAZON MKTPL*RY1A64WL2	\$	57.81
AMZN MKTP US*RC07N9TA2	\$	56.98
AMAZON MKTPL*RC7A27SI2	\$	55.40
AMAZON MKTPL*R705W4HJ2	\$	55.01
AMZN MKTP US*RC9F85DY2	\$	51.68
AMAZON MKTPL*RG15S4U62	\$	51.54
DOA WISGLP RAFFLE LICENSE	\$	51.00
CSE*LAKES GAS CO 065	\$	50.43
VIKING ELECTRIC-MILWAUKEE	\$	48.61
BLAIN'S FARM & FLEET	\$	47.98
AMAZON MKTPL*RC7SN00W0	\$	46.84
AMAZON MKTPL*RY5H15CU1	\$	45.93
SP THE TELECOM SPOT	\$	41.89
AMAZON.COM*RY2OQ0ZX0	\$	41.15
AMAZON.COM*RC9G59QU2	\$	40.93
USPS PO 5666100158	\$	40.26
SMK*WUFOO.COM CHARGE	\$	39.00
AMAZON MKTPL*RG5081DV0	\$	38.97
AMAZON MKTPL*RC4M842T2	\$	38.42
AMAZON MKTPL*RG2RR9DF2	\$	38.00
SMARTSIGN	\$	37.65
AMAZON MKTPL*R78210560	\$	37.28

#### Transaction Summary by Merchant

Billing Cycle Ending July 15, 2024

Merchant Name	Total	
AMAZON MKTPL*R76RM3OI2	\$	36.78
AMAZON MKTPL*RY1673EI0	\$	35.98
AMAZON.COM*RY0F46762	\$	35.91
AMAZON MKTPL*RC3ZN59V0	\$	34.99
THE HOME DEPOT #4926	\$	34.45
MCMASTER-CARR	\$	33.81
WM SUPERCENTER #5695	\$	33.78
AMAZON MKTPL*R79YW9DR2	\$	32.57
AMAZON MKTPL*RY1314AL2	\$	32.36
ADOBE INC.	\$	31.64
SUPPLYHOUSE.COM	\$	31.20
AMAZON MKTPL*R735K75A1	\$ \$	30.78
AMAZON.COM*RY5CL9C30	\$	29.78
AMAZON MKTPL*R77LR0SF2	\$	29.00
AMAZON MKTPL*RC1WX91U2	\$	27.98
AMAZON MKTPL*RC6PK8PK0	\$ \$	26.97
AMAZON MKTPL*RY4WR4731	\$ \$	26.84
AMZN MKTP US*RC94B9IN2		26.50
AMAZON MKTPL*RY1H40O42	\$ \$	25.89
AMAZON MKTPL*R71US6T71		24.23
AMAZON MRTPL R71030171 AMAZON RET* 112-829533	- σ \$	23.91
AMAZON MKTPL*RY9J56T01		
AMAZON MKTPL K19J36101  AMAZON MKTPL*RY8GA7F62	\$ \$	22.98 21.98
JOANN STORES #2046		21.96
AMAZON MKTPL*RG2VL36O1	\$	
	\$	20.79
AMZN MKTP US*ZB4TT3AD3	\$	20.03
WHS* WIHISTSOCTICKETIN	\$	20.00
AMAZON MKTPL*RY9FD3CE0	\$	19.98
MICHAELS STORES 1395	\$	19.82
AMAZON MAR* STOCK ELEC	\$	18.88
AMAZON MKTPL*RY6T118R0	\$	18.85
AMZN MKTP US*RG56Q2I72	\$	18.62
AMAZON MKTPL*RC46M86K1	\$	18.39
AMAZON MKTPL*RC67F29T0	\$	18.39
AMAZON MKTPL*RY6E51O92	\$	17.95
THE UPS STORE 3860	\$	17.10
AMAZON MKTPL*RY7EY7KC1	\$	16.99
AMAZON MKTPL*RC1RA4T21	\$	16.98
AMZN MKTP US*RC6RN1ET2	\$	16.98
AMZN MKTP US*RC92206M0	\$	15.09
AMAZON PRIME*RG53G8IL1	\$	14.99
DOLLAR TREE	\$	14.51
AMAZON MKTPL*R78YX7X01	\$	14.02
AMAZON MKTPL*RC6769082	\$	13.99
OFFICEMAX/DEPOT 6359	\$	13.68
AMZN MKTP US*RC04709Z0	\$	12.88
SPOTIFY USA	\$	12.65
	4.0	

Merchant Name	Total	
CALENDLY	\$	12.00
AMZN MKTP US*RC2P55101	\$	9.99
AMZN MKTP US*RC7TY8J50	\$	9.48
AMAZON MKTPL*RG4DH0U31	\$	9.47
AMAZON MKTPL*RC8749MU2	\$	7.99
AMZN MKTP US*RG3DJ49J0	\$	6.95
PRAIRIE SIDE ACE HARDWARE	\$	4.14
WALGREENS #3153	\$	3.99
DSPS E SERVICE FEE REN	\$	3.49
GOOGLE *POPPO LIVE	\$	(6.52)
AMAZON MKTPLACE PMTS	\$	(39.28)
THEFENCECLIP.COM	\$	(83.74)
AMZN MKTP US	\$	(938.02)
US Bank Purchasing Card Payment - Individuals	\$	170,587.14

#### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 27, 2024

#### Administrative Recommendation

It is recommended that the July 2024 cash receipt deposits totaling \$329,450.53, and cash receipt wire transfers-in totaling \$619,749.14, be approved.

Check numbers 634946 through 636513 (net of voided batches) totaling \$7,751,511.10, and general operating wire transfers-out totaling \$4,415,306.92, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the July 2024 net payroll and benefit EFT batches totaling \$13,830,658.63, and net payroll check batches totaling \$2,657.46, 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

August 27, 2024

#### **Operational Referendum Discussion**

At the May 28, 2024, regular school board meeting, the board voted to engage the services of the Donovan Group to assist in the potential development of an operational referendum. Operational referenda allow school districts to levy taxes, in excess of the state imposed revenue caps, in order to fund the operations of the district. The district is forecasting a \$19MM shortfall for the 2025-26 school year.

In June 2024, a Referendum Committee was formed made up of the following district staff:

Heather Connolly	Jason Creel	Chad Dahlk
William Haithcock	Tarik Hamdan	Ursula Hamilton-Perry
Mary Hoover	Kris Keckler	Scott Kennow
Steve Knecht	Jen Lawler	Kevin Neir
Bethany Ormseth	Tanya Ruder	Michelle Santelli
Laura Stone	Wendy Tindall	Jeff Weiss

On July 10, 2024, the Referendum Committee met and compiled a list of academic and safety items that should be considered for the operational referendum. Approximately a dozen items were identified for both categories.

At the July 23, 2024, regular school board meeting, Mr. Brian Nichol from Donovan Group presented an overview of the referendum process, the services they would be providing, a proposed community survey timeline, and next steps.

On August 5, 2024, the Referendum Committee met to review and prioritize the academic and safety items. The following items were identified by the committee:

Academic Items	<u>Safety Items</u>
Increase Interventionists	<b>Update Security Cameras</b>
Expand Course Offerings (AP, CTE, & MS Electives)	Increase Security ESPs
Provide Equitable Prep Time K-12	<b>Install Secured Entrances</b>
Increase ESP Pay	<b>Install Playground Equipment</b>

At the August 27, 2024, regular school board meeting, the list and approximate costs for the referendum items will be shared.

This is an informational item only. There will be no action at this time.

Dr. Jeffrey Weiss	Mr. Tarik Hamdan	Mrs. Tanya Ruder
Superintendent of Schools	Chief Financial Officer	Chief Communications Officer

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#### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 27, 2024

#### DIMENSIONS OF LEARNING SITE PROPERTY SALE

#### **Background:**

The School Board approved the Rightsizing plan at the December 12, 2023 meeting. That plan included completely vacating several buildings and working in conjunction with the City of Kenosha on redevelopment opportunities for the vacated buildings. That plan is nearing completion and will be brought before the School Board for review sometime this fall. One of the vacated sites was not included in the redevelopment plan, and the City indicated its preference was that KUSD sell that site directly to another party. Several inquiries were fielded from prospective buyers with only two being more serious in their interest. One of those parties has made a formal offer to purchase the building that Administration is recommending the Board approve.

A written offer from Charleen M. Geissman to purchase the former Dimensions of Learning building was received on July 12, 2024. Ms. Geissman is the Owner of Beyond ABA which is an organization that provides services to children diagnosed with autism spectrum disorder and their families. A brief description and letter of interest from Beyond ABA can be found in **Attachment A** along with their offer to purchase the Dimensions of Learning building in **Attachment B**.

Here are a few key highlights related to the offer to purchase:

- The offer price is for \$200,000 of which \$5,000 would be paid to the real estate agent representing the buyer; therefore, the net sale proceeds would be \$195,000 minus any transaction fees.
- The \$195,000 is identical to the valuation of the building developed on behalf of KUSD by Mark Bourque of Berkshire Hathaway Kenosha – Epic Real Estate on April 22, 2024, which is included as **Attachment C**.
- The buyer acknowledged and initialed agreement to the restrictive covenant that KUSD is stipulating that the building and property not be used as a K-12 school or institution that offers educational programming. That language was developed by our attorney, Christopher Smith of von Briesen & Roper S.C. and is included towards the end of Attachment B.
- The offer included an acceptance date of July 31, 2024, and a proposed closing date of September 30, 2024.

Administration reviewed the offer and deemed it to be acceptable since the net price matches the market analysis price and the offer includes the covenant restriction language drafted on our behalf by our attorney. Administration, with the support of the Board, made a counter-offer to Ms. Geissman on July 30, 2024, with the following additional terms and conditions:

- Removal of the Property Condition Representation portion of the Commercial Offer to Purchase form and inclusion of additional language provided by our attorney recognizing that the sale of the building is "as-is"; a copy of that language is provided as part of **Attachment D**.
- A couple of clean-up items associated with the offer to purchase.
- That final approval of the sale is subject to formal School Board approval at the August 27, 2024 Regular School Board Meeting.

Our counter-offer was accepted by the buyer and a signed copy of the counter-offer and associated amendment is included as **Attachment D**.

Finally, we wanted to note that the KUSD Food Services Fund (Fund 50) will need to be credited a very small portion of the proceeds since the sale of the property includes kitchen equipment that was funded by Federal dollars.

#### **Administration Recommendation:**

Administration recommends Board approval of the sale of the Dimensions of Learning property to Ms. Charleen Geismann as described in this report and the associated attachments.

Dr. Jeffrey Weiss Superintendent of Schools Tarik Hamdan Chief Financial Officer

Patrick Finnemore, PE Director of Facilities

# BEY ND ABA

May 10, 2024

To Whom It May Concern,

This letter is to inform you of my interest in the property located at 6218 25<sup>th</sup> Ave, Kenosha. My name is Char Geissman, and I am a Board Certified Behavior Analyst and the owner of Beyond ABA. We are actively searching for a larger space which will allow us the opportunity to expand our services to children diagnosed with autism spectrum disorder and their families. We currently offer both in home and in clinic applied behavior analytic (ABA) services as well as Music Therapy. We are actively searching for both Speech Language Pathologists, as well as Occupational Therapists with the intent of offering a well-rounded team of clinicians to oversee the growth of our clients. I hope that you will consider an offer from me, as this could potentially be a wonderful opportunity for our clinic, our clients, and our community.

Thank you for your time and consideration.

Respectfully,

Char Geissman, M.S., BCBA
Owner, Beyond ABA
262-496-8735
Char@beyondaba.com

RealtyPro Professional Real Estate Group

Approved by the Wisconsin Real Estate Examining Board 10-1-2023 (Optional Use Date) 1-1-2024 (Mandatory Use Date)

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#### WB-15 COMMERCIAL OFFER TO PURCHASE

	LICENSEE DRAFTING THIS OFFER ON
2	(AGENT OF SELLEN/LISTING FIRM) (ACENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
	The Buyer, Charleen M. Geissman,
4	offers to purchase the Property known as 6218 25th Ave
5	
6	[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
	642, or attach as an addendum per line 668] in the City of Kenosha , County
8	of Wisconsin, on the following terms:
9	PURCHASE PRICE The purchase price is Two Hundred Thousand
10	
11	INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
	stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: Stove and kitchen
	equipment, any other personal property seller chooses to leave with the property
14	
15	
	All personal property included in purchase price will be transferred by bill of sale or
	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
	or not included.
	NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
	lines 12-15) and the following:
	illies 12-13) and the following
22	
23	
	CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-
	34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.
	"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
	be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
	damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
	not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
	window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
	water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
	door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
	systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
	docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
	CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.
	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
	on or before Seller may keep the Property
	on the market and accept secondary offers after binding acceptance of this Offer.
39	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
	copies of the Offer.
	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
	deadlines running from acceptance provide adequate time for both binding acceptance and performance.
44	CLOSING This transaction is to be closed on September 30, 2024
45	at the place selected by Seller,
46	unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
	holiday, the closing date shall be the next Business Day.
48	CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
	verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
	estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
	transfer instructions.
	EARNEST MONEY
	EARNEST MONEY of \$ accompanies this Offer.
	If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
	■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically
	or personally delivered within5 days ("5" if left blank) after acceptance.
D.	days (5

Property Address: 6218 25th Ave, Kenosha, WI

57 All earnest money shall be delivered to and held by (lieting Firm) (drafting Firm) (other identified as

- 58 RealtyPro 7505 38th Ave Kenosha WI 53142 ) STRIKE THOSE NOT APPLICABLE
- 59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
- 60 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
- 61 attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special 62 disbursement agreement.
- 63 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing. 64 DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the 65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository 66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall 67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according 68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been 69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the 70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) 72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain 73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the 74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.
- 75 LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties 76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest 77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party 78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified 79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order 80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of 81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their 82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good 83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional 84 Services regulations concerning earnest money, See Wis. Admin. Code Ch. REEB 18.
- 85 TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) 86 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in 87 this Offer except:closing to occur no later than 60 days after accepted offer
- . If "Time is of the Essence" applies to a date or Deadline, 89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date 90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs. 91 PROPERTY CONDITION REPRESENTATIONS | Seller represents to Buyer that as of the date of acceptance Seller has
- 92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in and a Real Estate Condition Report, if applicable, dated 93 Seller's disclosure report dated which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
- 95 offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and 96 Seller to provide condition report within 3 days of acceptance. Buyer shall return signed
- 97 condition report or notice of objections within 3 days of receipt. INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).
- 99 CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures 100 provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has 101 never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed 102 fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have 103 rescission rights per Wis. Stat. § 709.05.
- 104 "Conditions Affecting the Property or Transaction" are defined to include:
- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and 106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, 108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving 110 the Property or any Defect related to a joint well serving the Property.
- Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service 113 septic system serving the Property not closed or abandoned according to applicable regulations.
- Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

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- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or 126 otherwise materially affect the Property or the present use of the Property.
- 127 I. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions; 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special 165 assessments.
- 166 dd.Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from 167 an electric cooperative.
- 168 ee.Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive 173 sliding, settling, earth movement or upheavals.

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175 176 177 178	PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180	checked at lines 185-197.  Proposed Use: Buyer is purchasing the Property for the purpose of:Beyond ABA - therapy provider
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183	[insert proposed use and type and
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190 191	APPROVALS: All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
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194 195	cost of Buyer's proposed use described at lines 181-183.
196	ACCESS TO PROPERTY: Written verification that there is legal vehicular access to the Property from public
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	stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY  rezoning;  conditional use permit;  for the Property for its proposed use described at lines 181-183.
200 201	□ variance; □ other for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within45 days of
202	acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.
203	MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
	providing" if neither is stricken) a survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206	prepared by a registered land surveyor, within days ("30" if left blank) after acceptance, at (Buyer's)
207	(Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of acres,
	maximum of acres, the legal description of the Property, the Property's boundaries and dimensions, visible
	encroachments upon the Property, the location of improvements, if any, and:
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	STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
212	staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
	footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
	required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
	policy.
	CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
217 218	to obtain the map when setting the deadline.  This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
	to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
	inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
	of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
	Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223	provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
	notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.
	X DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to
	Buyer within 30 days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE
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229 230	·
230 231	
232	· · · · · · · · · · · · · · · · · · ·
233	Other
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Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents 240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer 241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within\_\_\_\_\_days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 X ENVIRONMENTAL EVALUATION CONTINGENCY: This Offer is contingent upon a qualified independent 247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-248 291), at (Buyer's) (Soller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.

249 NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the 250 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or 251 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life 252 of the premises.

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material 254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage 255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating 256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which 257 Buyer had actual knowledge or written notice before signing the Offer.

258 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

262 ■ RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- (1) delivering written notice to Buyer within \_\_\_\_\_10 \_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
- (2) curing the Defects in a good and workmanlike manner; and
- (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site 269 Assessment report and:

- (1) Seller does not have a right to cure; or
- (2) Seller has a right to cure but:

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- (a) Seller delivers written notice that Seller will not cure; or
- (b) Seller does not timely deliver the written notice of election to cure.

ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase|Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the Property visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

287 CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the 288 soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, 289 insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site 290 Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-642 or attach as an 291 addendum per line 668.

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a 293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing 294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel 295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

Attachment B Docusign Envelope ID: 93CD1D25-9656-4BCB-8DEC-F9C4E7BAA591 Page 6 of 12, WB-15 Property Address: 6218 25th Ave Kenosha WI 296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's 297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the 298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise 299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. 300 NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of 301 the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any 302 other material terms of the contingency. 303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed 304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to 305 Seller, Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to 306 be reported to the Wisconsin Department of Natural Resources. INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 292-306). 307 308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which 309 discloses no Defects. 310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an an inspection of any part of the property that is required by the lender for financing 311 312 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. 313 314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified 315 independent inspector or independent qualified third party. 317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). 318 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as 319 well as any follow-up inspection(s). 320 This contingency shall be deemed satisfied unless Buyer, within \_\_\_20\_\_ days ("20" if left blank) after acceptance, delivers 321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) 322 identified in the inspection report(s) to which Buyer objects (Notice of Defects). 323 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. 324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual 325 knowledge or written notice before signing the Offer. 326 NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the 327 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or 328 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life 329 of the premises. 330 RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects. 331 If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to 332 333 cure Defects: (2) curing the Defects in a good and workmanlike manner; and 334 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing. 335

- 336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:
  - (1) Seller does not have the right to cure; or
  - (2) Seller has the right to cure but:

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- (a) Seller delivers written notice that Seller will not cure; or
- (b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written 342 X [loan type or specific lender, if any] first mortgage loan commitment as described 343 SBA days after acceptance of this Offer. The financing selected shall be in an amount of not less than 344 below, within years, amortized over not less than for a term of not less than 25 20 345 \$ 187,000.00 346 monthly payments of principal and interest shall not exceed \$ 1,800.00 . Buyer acknowledges that lender's 347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance 348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees \_% ("0" if left blank) of the loan. If Buyer is using multiple loan 349 to pay discount points in an amount not to exceed \_ 350 sources or obtaining a construction loan or land contract financing, describe at lines 620-642 or in an addendum attached 351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly 352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow 353 lender's appraiser access to the Property.

354 LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise 355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments 356 shall be adjusted as necessary to maintain the term and amortization stated above.

410 to the appraised value. 411 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure. 412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase \_ days ("5" if left blank) after Buyer's delivery of the appraisal 413 price to the value shown on the appraisal report within \_\_\_\_\_ 414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated 415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

	Property Address: 6218 25th Ave, Kenosha, WI 53143 Page 8 of 12, WB-15
	This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
	appraisal report and:
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	delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
	notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
	secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
	delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days ("7"
	if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
	Offer becomes primary.
	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values
	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
	association assessments, fuel and
433	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
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	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
	substantially different than the amount used for proration especially in transactions involving new construction,
	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local
	assessor regarding possible tax changes.
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453	TITLE EVIDENCE
	■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed
	(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457	entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459	and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
461	(insert other allowable exceptions from title, if any) that constitutes
462	merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
	necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.
	WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements
	may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates
467	making improvements to Property or a use other than the current use.
468	■ <u>TITLE EVIDENCE</u> : Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469	the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
	pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
472	lender and recording the deed or other conveyance.
	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
473 474	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)

535 building or room dimensions, if material.

Property Address: 6218 25th Ave, Kenosha, WI 53143 476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489). 478 DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney days ("15" if left blank) after acceptance showing title to the Property as of a date 479 or Buyer not more than 480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens 481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions. 482 TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of \_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In 483 objections to title within\_ \_ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to 484 such event, Seller shall have 485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to 486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the 487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall 488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable 490 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced 491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments 492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution 493 describing the planned improvements and the assessment of benefits. 494 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special 495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are 496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) 497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all 498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact 499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f). 500 LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights 501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the 502 (written) (oral) STRIKE ONE lease(s), if any, are none 503 504 Insert additional terms, if any, at lines 620-642 or attach as an addendum per line 668. ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than\_\_\_\_ days ("7" if left blank) before closing, estoppel 505 506 letters dated within \_\_\_\_ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, 507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease 508 or tenancy. 509 **DEFINITIONS** 510 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document 511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice 512 is electronically delivered. Actual Receipt shall occur when the Party opens the electronic transmission. 513 ■ <u>BUSINESS DAY</u>: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 515 registered mail or make regular deliveries on that day. 516 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by 517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the 518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner 519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of 520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by 521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific 522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time. 523 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 525 significantly shorten or adversely affect the expected normal life of the premises. 526 FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity. 527 PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller. 528 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8. 529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX ( L 530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank. 531 PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total <sup>532</sup> acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of 533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,

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536 DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of 537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the 538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession 539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession 540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, 541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this 542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier 544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for 545 ordinary wear and tear and changes agreed upon by Parties.

546 PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an 547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer 548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of 549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than 550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of 551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such 552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit 553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed 554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring 555 the Property.

556 BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by 557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no 558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, 559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in 561 this Offer at lines 620-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in 562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current 563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting 566 party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual 569 570 damages.
- 571 If Seller defaults, Buyer may:
- 572 (1) sue for specific performance; or
  - (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability 575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party 576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. 577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the 578 arbitration agreement.

579 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES 580 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL 581 EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR 582 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT 583 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

584 [ENTIRE CONTRACT] This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds 586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons 588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov 589 or by telephone at (608) 240-5830.

590 FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) 591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the 592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding 593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

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594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the 595 amount of any liability assumed by Buyer.

596 CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer 597 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed 598 upon the Property.

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a 600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers 601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified 603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's 604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, 605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this 606 Offer and proceed under lines 571-578.

607 IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the 608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding 609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, 611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall 613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also 614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, 615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption 618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding 619 FIRPTA.

620	ADDITIONAL PROVISIONS/CONTINGENCIES Buyer is aware of the proposed deed restriction that
621	will not allow a K-12 education environment. The proposed restriction will be initialed
622	by buyer and attached as part of this offer. Buyer will allow Seller to leave any
623	personal property on the premises at closing. This property will have no monetary value.
624	Seller will agree to pay a Buyer Agent Success fee of \$5000 at the successful closing to
625	RealtyPro Professional Real Estate Group. Buyer and Buyer's agent are related.
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643 TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange 644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The 645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a 646 result of the exchange.

647 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and 648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 649 650-665.

650 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 651 652 or 653.

652 Name of Seller's recipient for delivery, if any: Patrick Finnemore, Tarik Hamdan, or KUSD

653 Name of Buyer's recipient for delivery, if any: Julie Bach of 36 or RealtyPro

699 This Offer is rejected

Seller Initials ▲ Date ▲

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Attachment B Docusign Envelope ID: 93CD1D25-9656-4BCB-8DEC-F9C4E7BAA591 Property Address: 6218 25th Ave, Kenosha, WI 53143 Page 12 of 12, WB-15 (2) Fax: fax transmission of the document or written notice to the following number: Buyer: ( ) 655 Seller: ( 656 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a 657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's 658 address at line 661 or 662.  $\square$  (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the 660 Party, or to the Party's recipient for delivery, for delivery to the Party's address. 661 Address for Seller: 662 Address for Buyer: 663 X (5) Email: electronically transmitting the document or written notice to the email address. 664 Email Address for Seller thadman@kusd.edu, pfinnemo@kusd.edu 665 Email Address for Buyer: bachhomes@aol.com 666 PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller 667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers. LOI, Propsed Deed Restiction is/are made part of this Offer. 668 X ADDENDA: The attached 669 This Offer was drafted by [Licensee and Firm] WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions 670 sent via email. Funds wired to a fraudulent account are often impossible to recover. 671 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate 672 agent, Firm, lender, title company, attorney or other source connected to your transaction. These 673 674 communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate 675 676 source. DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU 677 calling a verified number of the entity involved in the transfer of funds. Never use contact 678 information provided by any suspicious communication. 679 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or 680 verification of any wiring or money transfer instructions. 681 682 Buyer Entity Name (if any): 7/12/2024 Buyers Authorized Signature A Print Name/Title Here Charleen M. Geissman Date A 685 (x) Buyer's/Authorized Signature A Print Name/Title Here 686 687 688 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS 689 OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE 690 PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A 691 COPY OF THIS OFFER. 692 Seller Entity Name (if any): \_\_\_ 693 (x) Seller's/Authorized Signature ▲ Print Name/Title Here ▶ 694 Date A 695 (x) Seller's/Authorized Signature A Print Name/Title Here 697 This Offer was presented to Seller by [Licensee and Firm] on 698

This Offer is countered [See attached counter] >

eter Initials A

# <u>DECLARATION OF</u> RESTRICTIVE COVENANT

DOCUMENT NO.

THIS DECLARATION OF RESTRICTIVE COVENANT (the "Declaration") is made as of thisday of, 20 (the "Effective Date") by Kenosha Unified School District ("Declarant").	
RECITALS:	
WHEREAS, Declarant is the fee simple owner of that certain land located in the City of, Kenosha County, Wisconsin legally described as follows: [INSERT LEGAL DESCRIPTION] (the "Property");	name and return address  Christopher Smith von Briesen & Roper, s.c. 411 E. Wisconsin Avenue Milwaukee, Wisconsin 53202

WHEREAS, Declarant operates a common school district for the benefit of the City of Kenosha, Village of Pleasant Prairie, and Town and Village of Somers;

WHEREAS, Declarant has operated a public school located on the Property for the benefit of the district; and

WHEREAS, Declarant has a continuing interest in providing public education in the district through the operation of its public schools.

### DECLARATION

Declarant declares that the Property shall be subject to the restriction, terms and conditions set forth herein and that this Declaration shall constitute a covenant running with the land, binding upon all persons or entities holding title to the Property, or any portion thereof, and their successors and assigns.

- 1. <u>Recitals</u>. The foregoing recitals are hereby incorporated herein as though fully set forth in the body of this Declaration.
- 2. <u>Restriction</u>. For so long as the Declarant or its successors, assigns, affiliates or subsidiaries or their respective representatives (collectively, the "Benefitting Party") continue to provide public education in the City of Kenosha, the Property is subject to a restriction and covenant prohibiting the use of the Property for the operation of a K-12 school or institution that



offers educational programming where attendance and completion would qualify as a state educational requirement in lieu of attendance at a Kenosha Unified School District school, program or institution. Such restriction and covenant shall run with the Property for the benefit and protection of Benefitting Parties.

- 3. Restriction Run with the Property. The restriction set forth in Section 2 of this Declaration shall run with the land and shall be binding upon all parties and persons having any interest in the Land or any part thereof for the period of time set forth in Section 2 above. This Declaration touches and concerns the Property or any portion thereof by any person or entity, including without limitation, any owner, tenant or licensee.
- 4. <u>Enforcement.</u> The restriction set forth in Section 2 of this Declaration shall be for the benefit of and personal to the Benefitting Party. The Benefitting Party shall have the right and power to enforce this Declaration by any proceeding at law or in equity (and specifically including injunctive relief) against any person violating or attempting to violate this Declaration, to restrain any violation or attempted violation of this Declaration, to require performance of this Declaration and to recover damages for violations of this Declaration. Failure of a Benefitting Party to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter.
- 5. <u>Constructive Notice and Acceptance</u>. Every person who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Land is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein. This provision is binding on such party whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Land.
- 6. <u>Waiver of Certain Defenses</u>. Grantor hereby waives any defense of waiver, laches, or estoppel.
- 7. Recording. Grantee shall record this instrument in the office of the Register of Deeds for Kenosha County, Wisconsin, and may re-record it at any time as may be required to preserve its rights herein.

### 8. General Provisions.

- (a) <u>Controlling Law</u>. The interpretation and performance of this Restrictive Covenant shall be governed by the internal laws of the State of Wisconsin without application of conflicts of law principles.
- (b) <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed in favor of Declarant to effect the restrictive covenant granted herein. If any provision in this

instrument is found to be ambiguous, an interpretation consistent with the purpose of this restrictive covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

- (c) <u>Severability</u>. If any provision of this Restrictive Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Restrictive Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) <u>Captions</u>. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (e) Termination. This Declaration may be released and terminated by a written document executed by the Benefitting Party and recorded in the Office of the Register of Deeds for Milwaukee County. Such release and termination shall not require the signatures of the owners of the Land or any part thereof for the same to be effective.

IN WITNESS WHEREOF, the Declarant has executed this Restrictive Covenant on the date first above written.

(SIGNATURE ON NEXT PAGE)

<b>DECLARANT:</b>			
Kenosha Unified School Dis	trict		
By:		-	
11110.			
STATE OF WISCONSIN	) ) ss		
COUNTY OF KENOSHA	)		
Personally came bet	fore me this , to me ki	day of nown to be	, 20, the above-named of Kenosha Unified
School District and to me k acknowledged the same.	nown to be th	ne person who executed	d the foregoing instrument and
		Notary Public, State	of Wisconsin
		-	ires:
		41247956 1 DOC	





July 9, 2024

Charleen Geisman Beyond ABA LLC 622 94<sup>th</sup> Ave. Kenosha, WI 53142

Re: Pre-Qualification: Purchase-6218 25th Ave Kenosha, WI

### Dear Charleen,

Based on the received loan package, Harvest Small Business Finance has pre-qualified Beyond ABA LLC financing to purchase the facility located at 6218 25<sup>th</sup> Ave Kenosha, WI. This prequalification is based on a valuation of \$200,000 and a loan amount not to exceed \$186,000 or 93% LTV. We have previewed this loan and are presenting our pre-qualification based on the criteria of our SBA 7A loan product with the following terms:

Borrower: Beyond ABA LLC

Guarantors: Charleen Geisman

Beyond ABA LLC

Term: 25 years fully amortized. No Balloon payments are required.

Rate: Adjustable Rate based on Prime 8.50 % (index) + 2.25 (spread), current effective rate = 10.75%

Guaranty Fee: Standard SBA Guarantee Fee

**Pre-Payment:** During the first 3 years a prepayment premium of 5%, 3%, 1% would apply. However, the

borrower may prepay up to 25% of the original principal balance per year with no premium.

Collateral: 1st TD lien on the commercial real estate subject to an "as is" value of \$200,000

Borrower	Seller	Harvest	Total
\$14,000	\$0	\$186,000	\$200,000
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$5,000	\$0	\$0	\$5,000
\$19,000	\$0	\$186,000	\$205,000
	\$14,000 \$0 \$0 \$0 \$0 \$0 \$5,000	\$14,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$14,000 \$0 \$186,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0

Processing Fees: The borrower can expect to pay for an appraisal, which will cost approximately \$3,600, an environmental Phase I report which will run \$1,800 and processing of loan for \$2,500. Other expenses that the borrower should anticipate but are not charged directly by the lender include title, escrow and any third-party reports or outside services required to complete the transaction.

7A Loan US SBA Our Letter of Interest is based upon the assumption that the borrower will be able to show evidence satisfactory to Harvest Small Business Finance that the loan to be made in accordance with and subject to SBA's section 7A Loan Guaranty Program has been approved by the US Small Business Administration.

Letter **Expiration:** 

Due to the rapidly changing economic environment and market volatility the terms of this letter will only be honored if signed and returned to the bank with the indicated deposit within 3 business days of the date of issuance. Otherwise, the Bank reserves the right to change, revoke &/or modify any and all terms outlined in this letter.

Deposit:

\$7,500. If Harvest Small Business Finance is unable or unwilling to provide a commitment to lend letter, Harvest will reimburse 100% of the original deposit amount. Once the commitment letter is issued if the borrower is unwilling to proceed then they will forfeit the \$2,500 packaging fee and any 3rd party fees incurred.

### Additional Items Needed for Underwriting:

- 1. Last 2 Months of Asset Statements
- 2. 2024 Interim Financials Year to Date Profit and Loss and Balance Sheet
- 3. Executed Purchase Agreement
- 4. Completed Harvest Application
- 5. Appraisal
- 6. Phase 1 Environmental

Please note that this is a Letter of Interest and that our final credit decision will be based on our receipt and satisfactory review of a complete loan package as I outlined for you earlier today. Final approval of the SBA 7A loan is handled by the SBA. This proposal supersedes all prior written and verbal communication. Please feel free to contact me with any questions or comments at 914-433-8775.

Sincerely,

Elliott Levine BDO, Vice President

Acknowledgment & Acceptance

DocuSigned by:

Charleen Geisman

7/12/2024

Date

# **Comparable Market Analysis**

2504 63rd St., Kenosha, WI

Prepared for Patrick Finnemore P.E.—Monday, April 22, 2024

## Prepared by Mark S Bourque of Berkshire Hathaway Home Services Epic Real Estate

### **COMMENTS**

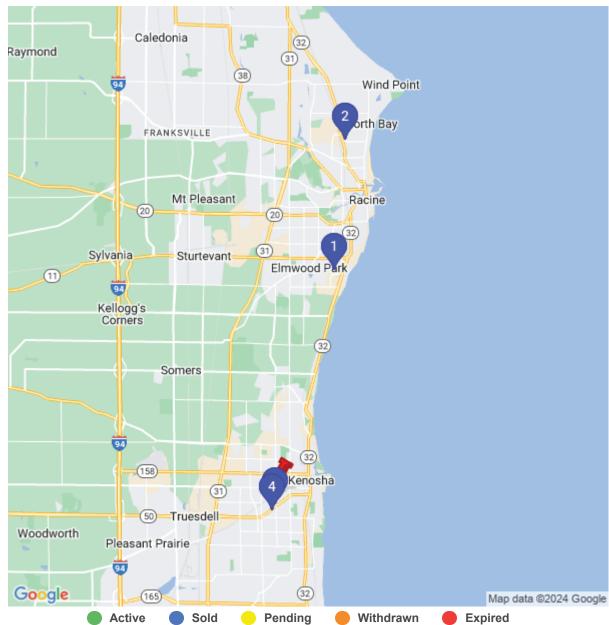
Pursuant to your request to prepare a Broker Price Opinion for 2504 63rd Street Kenosha, I have completed a comprehensive search of comparably sold properties using public tax records, CoStar and the Multiple Listing Service. The search parameters are for sales within the last 4 years and are similar in nature to the subject building. There are no active listings for sale that are similar therefore, none are included.

Due to the size of the subject property versus the comparables, I suggest a value of \$195,000. Please find the sale comparables attached hereto. Should you have any questions, please contact me.

Very truly yours,

Mark S. Bourque Founder

# **Map of Subject And Comparable Properties**



	Address	MLS#	Status	Distance from Subject
<b>£</b> Subject	2504 63rd St. , Kenosha WI			
1	3309 Kearney Ave , Mount Pleasant WI 53403	1352396	Sold	8.01m
2	1400 Kingston Ave , Racine WI 53402	1704114	Sold	12.52m
3	6700 30 Ave , Kenosha WI 53142	1724406	Sold	0.46m
4	3223 Roosevelt Rd , Kenosha WI 53142	1806761	Sold	0.71m

# **Subject**

	T
Address	2504 63rd St. , Kenosha, WI
Type Commercial	School
County	Kenosha
Est. Total Sq. Ft.	30,509
# of Stories	2
Lot Description	
Est. Acreage	1.47
Taxes	N/A
Tax Year	N/A
Est. Year Built	~1900
Heating/Cooling	

# **Comparable Properties**

Subject 1352396 1704114 1724406







		The Average Property of the State of the Sta					
	2504 63rd St. Kenosha WI	3309 Kearney Ave Mount Pleasant WI	_	1400 Kingston Ave Racine WI		6700 30 Ave Kenosha WI	_
Distance From Subject		1	8.01	12	2.52	(	0.46
List Price		\$200	,000	\$195,	000	\$170,	000
Original List Price		\$200	,000	\$195,	000	\$170,	000
Sold Price		\$190	,000	\$195,	000	\$180,	000
Status		;	Sold	S	Sold	5	Sold
Status Date		11/20/2	2015	10/30/2	020	02/23/2	.021
Days on Market			620		27		21
Cumulative Days on Market			620		27		21
Adjustment			+/-		+/-		+/-
Type Commercial	School	Other		Special Purpose		Other	
County	Kenosha	Racine		Racine		Kenosha	
Est. Total Sq. Ft.	30,509	4,225		7,200		23,575	
# of Stories	2	1		1		2	
Lot Description							
Est. Acreage	1.47	1.7		1.17		0.34	
Taxes	0	3,277		0		0	
Tax Year	0	2013		2019		2020	
Est. Year Built	1900	1980		1959		0	
Heating/Cooling		Natural Gas; Central Air; Forced Air		Natural Gas; Hot Water/Steam		Forced Air; Hot Water/Steam	
Adjusted Price	\$195,000	\$190	,000	\$195,	000	\$180,	000



2504 63rd St. Kenosha WI

3223 Roosevelt Rd Kenosha WI

Distance From Subject			0.71		
List Price		\$170	,000		
Original List Price		\$170	,000		
Sold Price		\$140	,000		
Status		;	Sold		
Status Date		11/29/2	022		
Days on Market			111		
Cumulative Days on Market			111		
Adjustment			+/-	+/-	+/-
Type Commercial	School	Special Purpose			
County	Kenosha	Kenosha			
Est. Total Sq. Ft.	30,509	2,800			
# of Stories	2	1			
Lot Description					
Est. Acreage	1.47	0.19			
Taxes	0	0			
Tax Year	0	2022			
Est. Year Built	1900	1939			
Heating/Cooling		Natural Gas; Central Air; Forced Air			
Adjusted Price	\$195,000	\$140	,000		

# **Price Analysis**

List, Sold and Adjusted Prices

**Closed Listings** 



Low, Average, Median, and High Sold Prices
Closed Listings



							Total	Adjusted
MLS#	Address	List Price	DOM	CDOM	Sold Date	Sold Price	Adjustments	Price
1352396	3309 Kearney Ave, Mount Pleasant WI	\$200,000	620	620	11/20/2015	\$190,000	-	\$190,000
1704114	1400 Kingston Ave, Racine WI	\$195,000	27	27	10/30/2020	\$195,000	-	\$195,000
1724406	6700 30 Ave, Kenosha WI	\$170,000	21	21	02/19/2021	\$180,000	-	\$180,000
1806761	3223 Roosevelt Rd, Kenosha WI	\$170,000	111	111	11/29/2022	\$140,000	-	\$140,000

# Low, Average, Median, and High Comparisons

	Closed	Overall
Low	\$140,000	\$140,000
Average	\$176,250	\$176,250
Median	\$185,000	\$185,000
High	\$195,000	\$195,000

# Overall Market Analysis (Unadjusted)

		List	Avg. List	Sold	Avg. Sold	Avg. Sale/List	Avg. Est.	Avg. List \$/Est.	Avg. Sold \$/Est.	Avg.	Avg.
Status	#	Vol.	Price	Vol.	Price	Price	Total Sq. Ft.	Total Sq. Ft.	Total Sq. Ft.	DOM	CDOM
Sold	4	735,000	183,750	705,000	176,250	0.96	9,450	35.59	32.42	195	195
Overal	1 4	735,000	183,750	705,000	176,250	0.96	9,450	35.59	32.42	195	195

## **SELECTION CRITERIA FOR COMPARABLE PROPERTIES**

Specified listings from the following search: Property type;

# **Listing Price Recommendation**

Low	\$140,000
High	\$195,000
Recommended	\$195,000

Address: 3309 Kearney Ave Mount Pleasant, Wisconsin 53403-4320 Taxed by: Mount Pleasant

Property Type: Comm/Industrial

Status: Sold

Taxes: \$3.277 Tax Key: 1510323290553000

County: Racine

Est. Total Sq. Ft.: 4,225 Flood Plain: Unknown Occ. Permit Required: Y

Zoning: 0

Bus/Com/Ind: Commercial Name of Business: **Industrial Park Name:** Lease Amount: \$2,200 /

Avg Rent/SqFt: \$2,200

List Price: \$200,000

For Sale/Lease: For Sale Only Est. Acreage: 1.7

MLS #: 1352396 Attachment C

Tax Year: 2013 Days On Market: 620

Est. Year Built: 1980 Year Established: Parking: 60 Occupied: Y

Sched. Gross Income: \$0 **Gross Operating Inc:** \$0 Net Operating Income: \$0 **Total Operating Exp: \$0** Vacancy Allowance: \$0

Directions: Durand Ave to Kearny Ave, south to property.

Coordinates: 195S 58E Property PIN: 00140

Type Commercial:

Location: Free Standing

# of Stories:

0-1 Miles

Proximity to HWY: Town/City Road Road Frontage:

Exterior: Brick

Roofing: Composition

Avg Ceiling Height: 11'-15'

Truck Door Height: No Truck Door

Natural Gas; Central Air; Forced Air Heating/Cooling:

Water/Waste: Municipal Water; Municipal Sewer

Municipality: Village

Miscellaneous: Rest Rooms; Outside Storage

Occupied: Not Vacant Basement: None Other Expenses Include:

**Documents:** Seller Condition; Other

Occupancy: See Listing Broker

Remarks: Building is currently being used as a church, but could be converted into many other uses.

**Sold Price:** \$190,000 Closing Date: 11/20/2015 **Pending Date: 11/20/2015** Listing Office: Coldwell Banker Realty -Racine/Kenosha Office: 00140 LO License #: 936248-91



# Full Report

Property Location: 3309 Kearney Ave

### Owner:

Little Macedonia Church Of God In Christ Inc 3309 Kearney Ave Racine, WI 53403 Owner Occupied: Yes Property Address: 3309 Kearney Ave Mount Pleasant, WI 53403-4320 County: Racine

Taxed by: Village Of Mount Pleasant

Taxkey # 151032329053000

Assessments	S						
Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2023	Exempt - Other				0.000 -	1.700	0.981745176
2022	Exempt - Other				0.000 -	1.700	0.996331365
2021	Exempt - Other				0.000 -	1.700	0.997408499
2020	Exempt - Other				0.000 -	1.700	0.965326372
2019	Exempt - Other				0.000 -	1.700	1.026966342
2018	Exempt - Other				0.000 -	1.700	0.985696838
2017	Exempt - Other				0.000 -	1.700	1.001303342
2016	Exempt - Other				-100.000 🖡	1.700	0.969195478
2015	Mercantile	\$ 44,100	\$ 113,800	\$ 157,900	0.000 -	1.700	0.990471117

Taxes								
_		First	Lottery		Special	Special	Special	Full Pay
Tax Year	Total Tax	Dollar	Credit	Net Tax	Taxes	Assessment	Charges	Amount
2023							\$780.00	\$780.00
2022							\$730.00	\$730.00
2021							\$730.00	\$730.00
2020							\$730.00	\$730.00
2019							\$673.00	\$673.00
2018							\$673.00	\$673.00
2017							\$673.00	\$673.00
2016							\$673.00	\$673.00
2015	\$3,384.49	\$69.09		\$3,315.40			\$673.00	\$5,315.64

Assessor

Building Square Feet :Year Built :Township : 3NBedrooms :Year Remodeled :Range : 23EFull Baths :Effective Year Built :Section : 29Half Baths :Air Conditioning :Quarter :

Total Rooms: Fireplace: Pool:
Number of Stories: Number of Units: Attic:

Building Type : Basement : Exterior Wall : Heat :

Exterior Condition : Garage :

Land Use: School District: 4620 Racine

Zoning: Historic Designation:

# **Legal Description**

Pt NE1/4 Com Cen Sec N414 To Pob N216 E342 S216 W342 To Pob Exc W40 & N30 For Sts \*\*total Acres\*\* 1.70

### Sales

Conveyance Date: 11/20/2015 Date Recorded: 12/7/2015 Value/Sale Price: \$ 190,000.00

Grantor Name: Jmdex Llc Transfer Fee: \$ 570.00

Grantee Name: Little Macedonia Church Of God In Christ Inc Document#: 2423756

Conveyance Instrument : Warranty / Condo Deed Conveyance Type : Sale Or Land Contract

Conveyance Date: 11/30/2007 Date Recorded: 1/2/2008 Value/Sale Price: \$ 199,000.00
Grantor Name: Sheridan Woods Congregation Of Jehov Transfer Fee: \$ 597.00
Grantee Name: Dexter John R
Document#: 2159041

Dexter Marian K

Conveyance Instrument : Warranty Deed Conveyance Type :

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.

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Prepared by Mark S Bourque on Monday, April 22, 2024 3:51 PM.

Address: 1400 Kingston Ave Racine, Wisconsin 53402-3942 Taxed by: Racine



Property Type: Comm/Industrial

Status: Sold

Taxes: \$0 Tax Key: 18159003

Est. Acreage: 1.17 **Tax Year: 2019** County: Racine Days On Market: 27

List Price: \$195,000

For Sale/Lease: For Sale Only

MLS #: 1704114

Attachment C

Est. Year Built: 1959 Est. Total Sq. Ft.: 7,200 Year Established: 1959 Flood Plain: Unknown

Occ. Permit Required: Parking: 70 Zoning: R2 Occupied: N

Bus/Com/Ind: Business Sched. Gross Income: \$0 Name of Business: Church **Gross Operating Inc:** \$0 **Industrial Park Name:** Net Operating Income: \$0 Lease Amount: \$ / Total Operating Exp: \$0 Avg Rent/SqFt: \$0 Vacancy Allowance: \$

Directions: Douglas Ave (Hwy 32) to Kingston Ave, east to property

0-1 Miles

Coordinates:

Road Frontage:

Exterior:

Type Commercial: Special Purpose Heating/Cooling: Natural Gas; Hot Water/Steam

Type of Business: Nursing Home; Church; Other Water/Waste: Municipal Water; Municipal Sewer

Location: Corner; Free Standing; Near Public Transit Municipality:

# of Stories: Miscellaneous: Rest Rooms; 220 Volt Power; Inside Storage; Handicap Access; Office(s) Proximity to HWY:

Not Vacant

Occupied: Town/City Road; Paved Road; Near Public Transit Basement: Full: Block Brick; Stone; Partial-Brick; Partial-Stone

**Expenses Include:** None Roofing: Rubber; Tar/Gravel

8'-10' Avg Ceiling Height: Sale Includes: Real Estate; Outbuilding(s)

No Truck Door Truck Door Height: **Documents:** Other

> Occupancy: 61-90 Days

Remarks: Distinctive "Mid Century" Contemporary Church building with two levels, on over one acre, with large paved lot. Welcoming entry leads to striking, versatile Worship/Meeting space with beamed ceiling, Natural Stone walls, clerestory and opaque glass windows. Main level also has bright Fellowship Hall with kitchen, offices, nursery. Full basement with many windows, Huge Fellowship Hall with commercial style kitchen, numerous meeting rooms, and storage. Lends itself to use a Church, School, Day Care of Commercial Office Space. Separate garage for lawn equipment. Unique, bright attractive space in appealing Contemporary structure built in 1959. Inclusions: Appliances, Air conditioning units in office and pastor's study.

Exclusions: Sellers personal property, AV equipment, cables and brackets.

**Sold Price:** \$195,000 Closing Date: 10/30/2020 Pending Date: 09/08/2020

Listing Office: First Weber Inc- Racine: fwg18 LO License #: 833993-91



# **Full Report**

Property Location: 1400 Kingston Ave

### Owner:

Milicevic Milovan 3424 Weymouth PI Mount Pleasant, WI 53405-4946 Owner Occupied: **Property Address:** 1400 Kingston Ave Racine, WI 53402-3942 County: Racine Taxed by: City Of Racine **Taxkey #** 18159003

Assessments							
Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2023	Commercial	\$ 26,000	\$ 141,000	\$ 167,000	0.000 -	1.996	0.901640572
2022	Commercial	\$ 26,000	\$ 141,000	\$ 167,000	0.000 -	1.996	0.906660638
2021	Commercial	\$ 26,000	\$ 141,000	\$ 167,000		1.996	0.902938817
2001					0.000 -	1.171	0.987856422
2000					0.000 -	1.170	0.993028162
1999	Exempt				0.000 -	1.170	0.986301417
1998	Exempt				0.000 -		
1997	Exempt				0.000 -		
1996	Exempt						

Taxes								
Tay Vaar	Total Tay	First	Lottery	Not Toy	Special	Special	Special	Full Pay
Tax Year	Total Tax	Dollar	Credit	Net Tax	Taxes	Assessment	Charges	Amount
2023	\$4,152.67	\$73.99		\$4,078.68			\$390.91	\$4,469.59
2022	\$4,183.59	\$66.39		\$4,117.20			\$326.74	\$9,305.73
2021	\$4,716.33	\$69.54		\$4,646.79			\$326.74	\$6,379.55
2020						\$325.53		\$325.53
2019						\$307.29		\$307.29
2018						\$217.32		\$217.32
2017						\$1,495.54		\$1,495.54
2016						\$1,475.41		\$1,475.41
2015						\$1,390.75		\$1,390.75

Α				

Year Built : **Building Square Feet:** Township: 4N Bedrooms: Year Remodeled: Range: 23E Full Baths: **Effective Year Built:** Section: 32 Half Baths: Air Conditioning: Quarter: **Total Rooms:** Fireplace: Pool:

Number of Units: **Number of Stories:** Attic:

**Building Type:** Basement: Heat: **Exterior Wall: Exterior Condition:** Average Garage:

Land Use: 005 Other Exempt School District: 4620 Racine

Zoning: R2 Single Family Residential **Historic Designation:** 

### **Legal Description**

Blk 1 Brown-Manor Lots 4 Thru 13 + Se 1/4 Section 32-4-23 Beg Inter SIn Florence Ave + WIn Charles St, S 102 Ft, W 500 Ft, N 22 Ft, E 188.38 Ft, N 80 Ft, E 311.62 Ft To Pob 1.9956 Ac Mol

Conveyance Date: 10/30/2020 **Date Recorded: 10/30/2020** Value/Sale Price: \$ 195,000.00 Grantor Name: The Second Presbyterian Church Of Racine, Wisconsin **Transfer Fee: \$ 585.00** Grantee Name: Milicevic Milovan Document#: 2569759

Conveyance Instrument: Warranty / Condo Deed Conveyance Type: Sale Or Land Contract

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.

Copyright 2024 by Multiple Listing Service, Inc. See copyright notice.

Prepared by Mark S Rourgue on Marchay April 22 2024 2025.

Prepared by Mark S Bourque on Monday, April 22, 2024 3:51 PM.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.

Address: 6700 30 Ave Kenosha, Wisconsin 53142 Taxed by: Kenosha



Property Type: Comm/Industrial

Status: Sold

Addtl Tax Keys: 6712 30 Ave

County: Kenosha

Taxes: \$0

List Price: \$170,000

For Sale/Lease: For Sale Only

MLS #: 1724406

Attachment C

Est. Acreage: 0.34 Tax Year: 2020 Days On Market: 21

Est. Year Built: 0 Est. Total Sq. Ft.: 23,575 Flood Plain: No Year Established: Occ. Permit Required: Parking: 10 Zoning: Institutional Occupied: Y

Bus/Com/Ind: Commercial Name of Business: **Industrial Park Name:** Lease Amount: \$ / Avg Rent/SqFt: \$0

Sched. Gross Income: \$0 **Gross Operating Inc:** \$0 Net Operating Income: \$0 **Total Operating Exp: \$0** Vacancy Allowance: \$

Coordinates:

Type Commercial: Other Heating/Cooling: Forced Air; Hot Water/Steam

Water/Waste: Type of Business: Church Municipal Water; Municipal Sewer

Location: Corner Municipality:

# of Stories: Miscellaneous: Elevator; Fixtures; Furniture; Rest Rooms; Handicap Access; Fenced Yard Proximity to HWY:

Occupied: Not Vacant Road Frontage: None

Basement: Full: Poured Concrete Exterior: Brick; Stone; Wood

None Expenses Include: Roofing: Composition

Avg Ceiling Height: 8'-10' Sale Includes: Assets Only Truck Door Height:

No Truck Door Occupancy: 16-30 Days

Remarks: Beautiful Church with additional school and 5 bedroom attached home. New High efficiency boilers, new roof, new concrete, school has lift and four class rooms, conference room and large rec area with commercial kitchen and 6 bathrooms Attached Parsonage has 5 bedrooms, high ceilings, large dining area All measurements for square feet and rooms to be verified by inspection.

Inclusions: Pews, tables, chairs, stoves in basement and in parsonage, dishwasher

Exclusions: renters personal belongings

3-5 Miles

**Sold Price:** \$180,000 Closing Date: 02/19/2021 Pending Date: 02/05/2021

Listing Office: Better Homes and Gardens Real Estate Power Realty: 30885 LO License #: 937040-91

MLS #: 1806761

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total Prepared by Mark S Bourque on Monday, April 22, 2024 3:51 PM.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.



List Price: \$170,000 Property Type: Comm/Industrial

For Sale/Lease: For Sale Only Status: Sold Taxes: \$0 Est. Acreage: 0.19

Tax Key: 0112201378005 Tax Year: 2022 County: Kenosha Days On Market: 111

Est. Year Built: 1939 Est. Total Sq. Ft.: 2,800 Flood Plain: No Year Established: Occ. Permit Required: Parking: 0 Occupied: N Zoning: RG-1

Bus/Com/Ind: Commercial Sched. Gross Income: \$0 Name of Business: **Gross Operating Inc: \$0 Industrial Park Name:** Net Operating Income: \$0 Lease Amount: \$ / **Total Operating Exp: \$0** Avg Rent/SqFt: \$0 Vacancy Allowance: \$

Directions: Hwy 50 to Roosevelt Road, then east to address. Located on the South corner of 23th Ave

Coordinates:

Type Commercial: Special Purpose Heating/Cooling: Natural Gas; Central Air; Forced Air

Water/Waste: Type of Business: Church Municipal Water; Municipal Sewer

Location: Corner; Free Standing; Near Public Transit Municipality: City

# of Stories: Miscellaneous: Carpeting; Rest Rooms; Office(s)

Not Vacant Proximity to HWY: 7-10 Miles Occupied:

Full Road Frontage: Town/City Road; High Visibility; Paved Road; Near Public Basement:

**Expenses Include:** None

Exterior: Brick; Partial-Wood **Documents:** Seller Condition Roofing: Composition

See Listing Broker Occupancy: Avg Ceiling Height: 21'-30'

Truck Door Height: No Truck Door

Remarks: Here is a chance to own a beautiful church. Everything you would need for your congregation. It has old fashion pews, nice tall ceilings,. Choir loft, Baptismal

Font and Pastors office area. Plenty of room in basement for all the gatherings it features a kitchen, multi purpose room, and 3 class rooms.

Inclusions: Stove and Refrigerator **Exclusions:** Sellers personal property

Sold Price: \$140,000 Pending Date: 11/29/2022 **Closing Date:** 11/29/2022

Listing Office: First Weber Inc- Racine: fwg18 LO License #: 833993-91



# Full Report

Property Location: 3223 Roosevelt Rd

### Owner:

Amistad Cristiana Incorporated (christian Friendship) S49W30676 Old Village Rd Waukesha, WI 53189 Owner Occupied: Property Address: 3223 Roosevelt Rd Kenosha, WI 53142-3932 County: Kenosha Taxed by: City Of Kenosha Taxkey # 01-122-01-378-005

Assessmen	ts						
Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2022	Exempt - Local				0.000 -		0.748914280
2021	Exempt - Other				0.000 -		0.821931413
2020	Exempt - Other				0.000 -		0.872048004
<u>+ 2019</u>	Total of Multiple Classes				0.000 -		0.898865591
2018	Exempt - Other				0.000 -		0.975205642
2017	Exempt - Other				0.000 -		0.934740477
2016	Exempt - Other				0.000 -		0.971249702
2015	Exempt - Other				0.000 -		0.962109481
2014	Exempt - Other				0.000 -		0.981709396
Taxes							

Taxes								
		First	Lottery		Special	Special	Special	Full Pay
Tax Year	Total Tax	Dollar	Credit	Net Tax	Taxes	Assessment	Charges	Amount
2022								
2021								
2020								
2019								
2018								
2017								
2016								
2015								
2014								

**Building Square Feet:** Year Built : Township: Bedrooms: Year Remodeled: Range: Full Baths: **Effective Year Built:** Section: Half Baths: Air Conditioning: Quarter: **Total Rooms:** Fireplace: Pool: Number of Units: **Number of Stories:** Attic:

Building Type:

Exterior Wall:

Exterior Condition:

Basement:

Heat:

Garage:

Land Use: CHUR Church School District: 2793 Kenosha

**Zoning**: RG-1 General Residential District Historic Designation:

# Legal Description

Lots 187 & 188 Hc Crooks Western Sub B Eing Pt Of Sw 1/4 Sec 1 T1 R 22 1

### Sales

Conveyance Date : 11/29/2022Date Recorded : 12/1/2022Value/Sale Price : \$ 140,000.00Grantor Name : Wisconsin Corporation Of Seventh-Day Adventists F/k/a WiTransfer Fee : \$ 420.00Grantee Name : Amistad Cristiana Incorporated (christian Friendship)Document# : 1939858

Conveyance Instrument : Warranty / Condo Deed Conveyance Type : Sale Or Land Contract

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing. Copyright 2024 by Multiple Listing Service, Inc. See <u>copyright notice</u>. Prepared by Mark S Bourque on Monday, April 22, 2024 3:51 PM.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.

Approved by Wisconsin Real Estate Examining Board 5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

von Briesen & Roper, s.c.

# **WB-44 COUNTER-OFFER**

	Counter-Offer No. 1 by (Buyer/Seller) STRIKE ONE
	NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.
1	The Offer to Purchase dated 07/12/2024 and signed by Buyer Charleen M. Geissman
2	for purchase of real estate at 6218 25th Avenue, Kenosha, WI
	is rejected and the following Counter-Offer is hereby made.
4	CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
	counter-proposal unless incorporated by reference.
	All terms and conditions remain the same as stated in the Offer to Purchase except the following: 1. In Line 87,
	the following phrase is deleted: "closing to occur no later than 60 days after accepted
	offer."
9	
10	
	3. In Line 307, a "X" is inserted in the box at the beginning of the sentence.
13	
	4. In Line 437, the "X" in the box is deleted. Seller is a tax-exempt entity and no taxes
15	will be prorated at closing.
16	
	5. In Lines 458-459, the following phrase is deleted: "present uses of the Property in
	violation of the foregoing disclosed in Seller's disclosure report and Real Estate
	Condition Report, if applicable, and in this Offer,".
20	
	6. Seller's final approval for the sale of the Property is pending formal approval at Seller's regular School Board meeting on August 27, 2024.
23	
	SEE ADDITIONAL TERMS IN SCHEDULE 1 ATTACHED HERETO.
25	
26	
27	
28	The attached is/are made part of this Counter-Offer.
29	Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
	This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making the Counter-Offer on or before  August 6, 2024  (Time is of
	making the Counter-Offer on or before (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
	unless otherwise provided in this Counter-Offer.
	NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as
	provided at lines 30-32.
	•
	This Counter-Offer was drafted by <u>Christopher Smith, Esq., vonBriesen &amp; Roper sc</u> on <u>07/30/2024</u> — Docusigned by: Licensee and Firm ▲ Date ▲
37	7/30/2024
38	(N)(X)(X)(X)(X)(X)(X)(X)(X)(X)(X)(X)(X)(X)
39	Date   Seller's Signature   Print name   Charleen M. Geissman  Date   Seller's Signature   Print name   By: Patrick Finnemore P.E.
¥U	Print name Charles M. Gelssman
11	(x)
	Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
	Print name Print name
14	This Counter-Offer was presented by ulie Bach RealtyPro on 07/30/2024
15	Licensee and Firm ▲ Date ▲
16	This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials)
17	NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
18	incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter- Offer by specifying the number of the provision or the lines containing the provision. In transactions involving
19	Otter by specifying the number of the provision of the lines containing the provision, in dansactions involving

50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

von Briesen & Roper, s.c.

### SCHEDULE 1 TO SELLER'S COUNTER-OFFER NO. 1

7. BUYER ACKNOWLEDGES THAT SELLER IS SELLING THE PROPERTY "AS IS" AND THAT SELLER IS MAKING NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH REFERENCE TO THE CONDITION OF THE PROPERTY. BUYER AGREES THAT THE BUYER WILL EXCLUSIVELY RELY UPON HER INSPECTION RIGHTS PROVIDED IN THE OFFER TO DETERMINE THE CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE INSPECTION CONTINGENCY PROVIDED IN THE OFFER IS A VALUABLE RIGHT AND CONSTITUTES MUTUAL, MATERIAL CONSIDERATION IN THIS TRANSACTION. BUYER WAIVES ANY AND ALL CLAIMS AGAINST SELLER, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY, OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIM ARISES SOLELY OUT OF THE INTENTIONAL WRONGDOING OF SELLER. THIS PROVISION SHALL SURVIVE CLOSING.

Charles Sylven Sylven Charles (2024)

Approved by the Wisconsin Real Estate Examining Board 5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

# WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1	Buyer and Seller agree to amend the Offer datedJuly 1 for the purchase and sale of real estate at 6218 25th Ave	12, 2024 , and accepted on	July 30, 2024
3	Tor the purchase and sale of real estate at of the purchase and sale of real estate at	inde, Renosita, Wisconsii	, Wisconsin as follows:
4	Closing date is changed from		
5	Purchase price is changed from \$	to \$	
6	Other 1. Seller is the Kenosha Unified School		
7	Ottol.		
8	2. Buyer acknowledges receipt of certain ask	estos reports and other in	formation relating
9	to the Property from Seller and, in addition	to the "AS IS" terms conta.	ined in the Offer,
10	Buyer hereby agrees as follows:		
11			
12	SELLER MAKES NO REPRESENTATION OR WARRAN		
13			
14	ALTER THE "AS-IS" NATURE OF THIS TRANSACTION.		SUCH DOCUMENTS AT
15	BUYER'S SOLE AND ABSOLUTE RISK.		
16		THE PLOT DECLOSINE MUSE CH	DESTRUCTION OF THE PROPERTY OF
17	IN ADDITION, BUYER HEREBY ACKNOWLEDGES S MATERIALS MAY BE PRESENT ON THE PROPERTY, INC		
18	BASED PAINT, AND OTHER TOXIC, HAZARDOUS OR CO		
19	HEREUNDER SHALL IN NO WAY ALTER THE "AS IS" N		
20 21	OFFER.	MIOIM OF THE HUMOROTZON D.	DONIDED IN THE
22	OF EAR.		
23			
24			
25			
26			
27			
28			
29			
30			
31	The attached		part of this Amendment.
32	ALL OTHER TERMS OF THE OFFER TO PURCHASE AND		
33	This Amendment is binding upon Seller and Buyer only if a	copy of the accepted Amendment i	s delivered to the Party
34	offering the Amendment on or before August 16, 20		
35	of the accepted Amendment may be made in any manner sp	pecified in the Offer to Purchase, un	iess otnerwise provided
36 37	in this Amendment.  NOTE: The Party offering this Amendment may withd	row the offered Amendment pri	or to accentance and
38	delivery as provided at lines 33-34.	naw the offered Amendment pro	or to acceptance and
•			
39	This Amendment was drafted by Anne Wal, Esq.,	von Briesen & Roper, s.c.	
40	Licensee and Firm ▲		Date ▲
41	This Amendment was presented by Julie Bach RealtyP	ro	on 08/13/2024
42	DocuSigned by: Licensee and Firm	24.4.	Date 🛦
43	×/ //// 2024 8/13/2024	(x) satisfy	8-12-24
44	Buyeriss signature A Date A	Seller's Signature ▲	Date ▲
45	Print name > Charleen M. Geissman	Print name > By: Patrick Fin	nnemore P.E.
46	(x)	(x)	
47	Buyer's Signature ▲ Date ▲	Seller's Signature ▲	Date <b>▲</b>
48	Print name )	Print name	· · <del>_</del>
		•	
49 50	This Amendment was rejected  Party Initials ▲ 61		Date A
	iesen & Roper, s.c., 411 E. Wisconsin Avenue, Suite 1000 Milwaukee WI 53202	Phone: 4142871411 Fax:	6218 25th Avenue,

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# KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 27, 2024

# PROVISIONS GOVERNING THE TRANSPORTATION OF STUDENTS ATTENDING PUBLIC AND PRIVATE SCHOOLS FOR THE 2024-2025 YEAR

The following provisions for the transporting of students attending public and private schools will become effective at the beginning on the fifteenth day of August 2024. (These provisions relate to Board Policies 3511 and 3514)

# **Students Attending Public Schools**

- 1. Pursuant to Wisconsin Statutes, transportation shall be provided to all students residing in the City of Kenosha, Village of Pleasant Prairie, and the Village and Town of Somers who live two or more miles from the public school to which they are assigned.
- 2. Pursuant to Wisconsin Statutes relating to transportation in areas of unusual hazards, transportation shall be provided to students of all elementary schools, 4k kindergarten through grade 5, who reside in the Village of Pleasant Prairie, Village or Town of Somers (except elementary school students residing within the attendance areas of Forest Park, Grant, Strange, and Harvey Elementary schools), and certain designated areas in the district as described below.
- 3. Transportation will be provided for all students residing in the corporate limits of the City of Kenosha and living west of Highway 31, with the exception of Nash Elementary students where safe walking conditions are available and for Bradford High School students where the only access road is Highway 31.
- 4. Transportation will be provided to students residing within the corporate limits of the City of Kenosha who attend 4k through grade 5 of the elementary school located outside the corporate limits of the City of Kenosha.
- 5. Transportation will be provided for students who reside within the Bose Elementary School attendance area east of the Chicago and Northwestern Railroad tracks and for students who reside west of 22<sup>nd</sup> Avenue.
- 6. Transportation will be provided for students who reside within the Jeffery Elementary School attendance area on the south side of 89<sup>th</sup> Street and further south of 89<sup>th</sup> Street, west of 22<sup>nd</sup> Avenue, and east of 39<sup>th</sup> Avenue.

- 7. No transportation will be provided for students who are voluntarily enrolled in alternative programs, participating in part-time and full-time open enrollment programs, or participating in Recreation Department programs.
- 8. Elementary students (grades 4k through 5) may be required to walk up to one mile to an authorized school bus pick-up point. Students in grades 6 through 12 may be required to walk up to 1 mile to a school bus pick-up point. Exceptions to these distances may occur in areas considered "unusually hazardous" and will be subject to approval by the Supervisor of Transportation.
- Students supervised before and after school by a day care center located within the attendance area of the school may be bused to or from the school. The Superintendent will make recommendations to the Board relative to any exceptions to this policy.
- 10. Transportation will be provided to students attending the academy portion of Indian Trail High School (ITHS), residing less than two miles from school, until such time that the City of Kenosha will provide improved walking areas and are in the attendance boundary of ITHS.
- 11. Students attending schools of choice are not provided transportation. Lakeview Technology Academy (LTA) students may request bus service to their boundary high school and ride a District provided shuttle bus from their boundary high school to LTA. Students are then shuttled back to their boundary high school for transportation rides home. (Note: Harborside will be allowed to use the boundary high school routes and take a shuttle to and from Harborside so long as Harborside continues to pay for their transportation.)
- 12. Transportation will be provided to students who reside in Lance Middle School attendance area who live on Cooper Road or west of Cooper Road until such time that the Village of Pleasant Prairie provides improved walking areas to avoid walking on Cooper Road as the only walk path to school. Students may be required to walk no more than 200 ft. on Cooper Road to get to an approved walk path or a bus stop.
- 13. Students who reside on Highway "H", 39<sup>th</sup> Avenue, and Springbrook Road may be required to walk no more than 200 ft. on these roads.
- 14. Transportation will be provided to students who reside in the Bradford High School attendance area who are less than two miles but become more than two miles due to the hazardous walk zone along Washington Road from east of Highway 31 to 39<sup>th</sup> Avenue.

# **Students Attending Private Schools**

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

# **Transportation for Students with Exceptional Needs**

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

# Other Provisions Concerning the Transportation of Students

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

- and shall be subject to further review pending any required adjustments due to unforeseen circumstances.
- 6. Administration will be responsible for establishing and maintaining bus routes in accordance with this policy and changes in student population.
- 7. Transportation will no longer be provided at Curtiss Strange Elementary School. The City of Kenosha has improved the sidewalk paths for this school and the city has new crossing guards in place to assist students crossing 52<sup>nd</sup> Street and 39<sup>th</sup> Avenue in conjunction with the KUSD redistricting plan.
- 8. Transportation will no longer be provided to Grant Elementary School. The city has a new crossing guard in place to assist students crossing at Washington Road and 22<sup>nd</sup> Avenue in conjunction with KUSD redistricting plan.

# **Administration Recommendation**

Administration recommends school board approval of the Provisions Governing the Transportation of Students Attending Public and Private Schools for the 2024-2025 year.

Dr. Jeffery Weiss Superintendent of Schools Mr. Jeff Marx Transportation Supervisor

Mr. Patrick Finnemore, PE Director of Facilities

# Kenosha Unified School District Kenosha, Wisconsin August 27, 2024

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

# Cooperative Educational Service Agency (CESA) 6 Professional Learning

School Board Policy 3420 requires that "all contracts and renewals of contracts in aggregate of \$50,000 in a fiscal year shall be approved by the School Board except in the event of an emergency as determined and reported to the School Board monthly by the Purchasing Agent."

The following contract/agreement has not been added to the Contract Management Database and is being presented for board approval:

Vendor	Program/Product	Amount
CESA 6	Professional Learning to support Recommitment to Reading, ACT 20 training	\$68,087 T&L budget Title IIA

The Purchase/Contract Rationale is provided in Appendix A. The quote from CESA 6 is provided in Attachment 1.

## Recommendation

Administration recommends that the Board of Education approve the \$68,087 Professional Learning contract with CESA 6 that will satisfy the Wisconsin Department of Instruction's professional learning requirements for Act 20 and provide a strong foundation for the district's Recommitment to Reading plan. This includes *Leadership Institute* training for administrators, High Leverage Routines for Strong Literacy Practices for K-5 teachers, In-District Coaching Institute for elementary instructional coaches, and Literacy Professional Learning for 4K teachers. The funding source for this purchase is the Teaching and Learning budget and Title IIA funds.

Dr. Jeffrey Weiss Mr. Tarik Hamdan Superintendent of Schools Chief Financial Officer

Mrs. Wendy Tindall Mrs. Mary Hoover Chief Academic Officer

Coordinator of Elementary English Language

Arts and Social Studies

Mrs. Christine Geyer Ms. Amy Franz Coordinator of Professional Learning **Purchasing Agent** 



Vendor: Cooperative Educational Service Agency 6

# PURCHASE/CONTRACT RATIONALE

Per School Board Policy 3420, please complete the following to be attached to your purchase order/contract. Additional information may be required and presented before the District's School Board for approval. Your submission must allow for adequate time for the Board to approve.

Purch	ased Good/Program: Professional Learning to support Recommitment to Reading, Act 20 training
Start [	Date/Date Needed: 8.22.24
1.	PURPOSE – What is the purpose of the proposed purchase?
	Professional Learning contract with CESA 6 will support training requirements for Act 20 and provide a strong foundation for the district 's Recommitment to Reading plan. This includes Leadership Institute training for administrators, High Leverage Routines for Strong Literacy Practices for K-5 teachers, In-District Coaching Institute for elementary instructional coaches, and Literacy Professional Learning for 4K teachers. The funding source for this purchase is the Teaching and Learning budget and Title IIA funds.
2.	FUNDING – What is the total cost of purchase and the funding source?
	\$68,087 Local 811 2211 000 2386 Title IIA 819 2213 604 2386
3.	REQUEST FOR PROPOSAL (RFP) – indicate if an RFP has been completed
	YES NO If no, please request an RFP packet
4.	EDUCATIONAL OUTCOME – What is the educational outcome of this purchase?
	Improve 4K-5 reading instruction and proficiency by processing, practicing, and planning high leverage routines and strong literacy practices.
5.	START DATE – When is the anticipated start date?
	8.22.24
Your i	response does not establish approval of either a contract or a purchase order.
	priate Leadership Signature Date 7.26.24

**(** 



# CONTRACT CESA 6 Literacy SERVICES July 2024 - June 2025

CLIENT	CLIENT CONTACT
Kenosha Unified Sch Dist	Christine Geyer Coordinator of Professional Learning cgeyer@kusd.edu / 262-359-7582
3600 52nd St	
Kenosha, WI 53144	

PROVIDER	
CESA 6 Dianna Kresovic dkresovic@cesa6.org	For assistance with this contract, please contact: Amy Ruppert, Program Assistant CESA 6 Literacy 920-236-0562 aruppert@cesa6.org

This contract is between Cooperative Educational Service Agency No. 6 (CESA 6), party of the first part, and Kenosha Unified Sch Dist (Customer). This contract is subject to the general terms and conditions of CESA 6. CESA 6's general terms and conditions can be accessed at CESA 6 Terms and Conditions.

- Scope. CESA 6 as the Service Provider agrees to provide, through qualified personnel, the services set forth in the below highlighted Statement of Work and the Customer agrees to purchase from CESA 6 the products and services outlined in said Statement of Work.
- 2. Payment, Customer agrees to pay for all products and services provided/rendered and as set forth in the Statement of Work to CESA 6 at 2300 State Road 44, Oshkosh, Wisconsin 54904, on or before the first of the month following receipt of the invoice. If you require a purchase order, please have a purchase order issued prior to signing this contract and note the purchase order number below when signing.
- 3. Contract Term This agreement shall be effective for the initial term as outlined in the Statement of Work.
- 4. <u>Binding Effect</u> This agreement together with the Statement of Work and the attached terms and conditions shall constitute the full and complete agreement of the parties hereto their successors or assigns and shall be binding on such entities and their administrators, boards, employees or agents thereof.

Signatures to follow on the next page

ACCEPTANCE OF SERVICE: I agree to the terms as laid out in this proposal and certify that I have the authority to make this authorization.

IN WITNESS WHEREOF, the parties acknowledge that they have reviewed and agree to be bound by the <u>CESA 6 Terms and</u>
<u>Conditions</u> contained herein as of the date first above written.

Kenosha Unified Sch Dist	
Julie Housawau	05 / 22 / 2024
Signature	Date
Julie Housaman	Chief Academic Officer
Name	Title
Purchase Order Number:	
CESA 6	
Diauua Kresovic	05 / 23 / 2024
Signature	Date
Dianna Kresovic	Director, Literacy Center
Name	Title
Jeanne-marie Ciriacks	05 / 23 / 2024
Signature	Date
Jeanne-marie Ciriacks	Chief Academic Officer
Name	Title

## **EXHIBIT A STATEMENT OF WORK**

U.T.

**TERM** July 2024 - June 2025

## **KEY PERSONNEL** Literacy Center Staff

<u>SERVICES AND PRODUCT</u> The following pricing table below displays the cost of service(s) and products(s) that will be delivered.

Name of Service	Price	QTY	Subtotal
CESA 6 Literacy In-District Coaching Institute. 2024-2025 Attn. Chris Geyer	\$15,126.00	1	\$15,126.00

Subtotal \$15,126.00

Total \$15,126.00

# **Signature Certificate**

Reference number: 9GRGA-2EJF7-5YTFV-TWXWB

Signer	Timestamp	Signature
Christine Geyer Email: cgeyer@kusd.edu		ŧ

 Sent
 15 May 2024 20:31:55 UTC

 Viewed:
 21 May 2024 13:10:56 UTC

 Signed:
 22 May 2024 20:41:54 UTC

Reciplent Verification:

✓ Email verified 21 May 2024 13:10:56 UTC

 Dianna Kresovic

 Email: dkresovic@cesa6.org

 Sent:
 15 May 2024 20:31:55 UTC

 Viewed:
 23 May 2024 21:45:40 UTC

 Signed:
 23 May 2024 21:45:54 UTC

Recipient Verification:

✓ Email verified 23 May 2024 21:45:40 UTC

Jeanne-marie Ciriacks Email: jciriacks@cesa6.org

 Sent:
 15 May 2024 20:31:55 UTC

 Viewed:
 23 May 2024 21:56:18 UTC

 Signed:
 23 May 2024 21:56:35 UTC

Recipient Verification:

✓Email verified 23 May 2024 21:58:18 UTC

Julie Housawau

IP address: 192.25.139.1 Location: Kenosha, United States

Diauua Kresovic

IP address: 50.116.184.210 Location: Green Bay, United States

Jeanne-marie Ciriacks

IP address: 174,194,98,242 Location: Algonquin, United States

Document completed by all parties on: 23 May 2024 21:56:35 UTC

Page 1 of 1





Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





# CONTRACT CESA 6 Literacy SERVICES July 2024 - June 2025

CLIENT	CLIENT CONTACT
Kenosha Unified Sch Dist	Christine Geyer
3600 52nd St	Coordinator of Professional Learning
Kenosha, WI 53144	cgeyer@kusd.edu / 262-359-7582

PROVIDER	
CESA 6 Dianna Kresovic dkresovic@cesa6.org	For assistance with this contract, please contact: Amy Ruppert, Program Assistant CESA 6 Literacy 920~236-0562 aruppert@cesa6.org

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- 2. Payment, Customer agrees to pay for all products and services provided/rendered and as set forth in the Statement of Work to CESA 6 at 2300 State Road 44, Oshkosh, Wisconsin 54904, on or before the first of the month following receipt of the invoice. If you require a purchase order, please have a purchase order issued prior to signing this contract and note the purchase order number below when signing.
- 3. Contract Term This agreement shall be effective for the initial term as outlined in the Statement of Work.
- 4. <u>Binding Effect</u> This agreement together with the Statement of Work and the attached terms and conditions shall constitute the full and complete agreement of the parties hereto their successors or assigns and shall be binding on such entities and their administrators, boards, employees or agents thereof.

Signatures to follow on the next page

ACCEPTANCE OF SERVICE: I agree to the terms as laid out in this proposal and certify that I have the authority to make this authorization.

IN WITNESS WHEREOF, the parties acknowledge that they have reviewed and agree to be bound by the <u>CESA 6 Terms and Conditions</u> contained herein as of the date first above written.

Kenosha Unified Sch Dist	
Julie Housawau	05 / 22 / 2024
Signature	Date
Julie Housaman	Chief Academic Officer
Name	Title
Purchase Order Number:	
CESA 6	
Dianna Kresovic	05 / 23 / 2024
Signature	Date
Dianna Kresovic	Director, Literacy Center
Name	Title
Jeanne-marie Ciriacks	05 / 23 / 2024
Signature	Date
Jeanne-marie Ciriacks	Chief Academic Officer
Name	Title

# **EXHIBIT A STATEMENT OF WORK**

V+ \* #

**TERM** July 2024 - June 2025

# **KEY PERSONNEL** Literacy Center Staff

SERVICES AND PRODUCT The following pricing table below displays the cost of service(s) and products(s) that will be delivered.

Name of Service	Price	QTY	Subtotal
CESA 6 Literacy services to support professional learning for teachers - High-Leverage Routines for Strong Literacy Practices in the classroom. 2024-2025  Attn. Chris Geyer	\$24,148.00	1	\$24,148.00

Subtotal

\$24,148.00

**Total** 

\$24,148.00

# **Signature Certificate**

Reference number: CMH5Y-ERSGW-FWJWF-D87HG

	~	Million Aprille
Christine	Geyer	

Email: cgeyer@kusd.edu Sent: Viewed:

Signer

Signed:

**Recipient Verification:** 

✓ Email verified

22 May 2024 20:42:07 UTC

15 May 2024 20:20:48 UTC

22 May 2024 20:42:07 UTC

22 May 2024 20:44:11 UTC

Timestamp

Signature

Julie Housawau

IP address: 192.25.139.1 Location: Kenosha, United States

## Dianna Kresovic Email: dkresovic@cesa6.org

15 May 2024 20:20:48 UTC Viewed: 23 May 2024 21:45:10 UTC Signed: 23 May 2024 21:45:25 UTC

Recipient Verification:

✓ Email verified 23 May 2024 21:45:10 UTC

# Diauua Kresovic

IP address: 50.116.184.210 Location: Green Bay, United States

## Jeanne-marie Ciriacks

Email: jciriacks@cesa6.org

Sent: 15 May 2024 20:20:48 UTC Viewed: 23 May 2024 21:55:39 UTC Signed: 23 May 2024 21:55:56 UTC

**Recipient Verification:** 

✓ Email verified 23 May 2024 21:55:39 UTC Jeanne-marie Ciriacks

IP address: 174.194.98,242 Location: Algonquin, United States

Document completed by all parties on:

23 May 2024 21:55:56 UTC

Page 1 of 1



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# CONTRACT CESA 6 Literacy SERVICES July 2024 - June 2025

CLIENT	CLIENT CONTACT
Kenosha Unified Sch Dist	Christine Geyer
3600 52nd St	Coordinator of Professional Learning
Kenosha, WI 53144	cgeyer@kusd.edu / 262-359-7582

PROVIDER	
CESA 6 Dianna Kresovic dkresovic@cesa6.org	For assistance with this contract, please contact: Amy Ruppert, Program Assistant CESA 6 Literacy 920-236-0562 aruppert@cesa6.org

This contract is between Cooperative Educational Service Agency No. 6 (CESA 6), party of the first part, and Kenosha Unified Sch Dist (Customer). This contract is subject to the general terms and conditions of CESA 6. CESA 6's general terms and conditions can be accessed at CESA 6 Terms and Conditions.

- Scope. CESA 6 as the Service Provider agrees to provide, through qualified personnel, the services set forth in the below highlighted Statement of Work and the Customer agrees to purchase from CESA 6 the products and services outlined in said Statement of Work.
- Payment, Customer agrees to pay for all products and services provided/rendered and as set forth in the Statement of Work to CESA 6 at 2300 State Road 44, Oshkosh, Wisconsin 54904, on or before the first of the month following receipt of the invoice. If you require a purchase order, please have a purchase order issued prior to signing this contract and note the purchase order number below when signing.
- 3. Contract Term This agreement shall be effective for the initial term as outlined in the Statement of Work.
- 4. <u>Binding Effect</u> This agreement together with the Statement of Work and the attached terms and conditions shall constitute the full and complete agreement of the parties hereto their successors or assigns and shall be binding on such entities and their administrators, boards, employees or agents thereof.

Signatures to follow on the next page

ACCEPTANCE OF SERVICE: I agree to the terms as laid out in this proposal and certify that I have the authority to make this authorization.

IN WITNESS WHEREOF, the parties acknowledge that they have reviewed and agree to be bound by the <u>CESA 6 Terms and</u>
<u>Conditions</u> contained herein as of the date first above written.

Kenosha Unified Sch Dist	
Julie Housawau	05 / 22 / 2024
Signature	Date
Julie Housaman	Chief Academic Officer
Name	Title
Purchase Order Number:	
CESA 6	
Diauua Kresovic	05 / 23 / 2024
Signature	Date
Dianna Kresovic	Director, Literacy Center
Name	Title
Jeanne-marie Ciriacks	05 / 23 / 2024
Signature	Date
Jeanne-marie Ciriacks	Chief Academic Officer
Name	Title

# **Signature Certificate**

Reference number: Z25BT-BYNBA-DK9HR-CPSGZ

Signer	Timestamp	Signature .
Christine Geyer Email: cgeyer@kusd.edu		
Sent:	15 May 2024 19:58:55 UTC	Julie Housauna
Viewed:	22 May 2024 20:32:24 UTC	Uncertaine
Signed:	22 May 2024 20:47:02 UTC	
Recipient Verification:		IP address: 192.25.139.1
✓ Email verified	22 May 2024 20:32:24 UTC	Location: Kenosha, United States

Dian	na	Kre	SOV	ic
Email:	dkre	sovi	c@ce	sa6.o

Sent	15 May 2024 19:58:55 UTC
Viewed:	23 May 2024 21:44:35 UTC
Signed:	23 May 2024 21:44:53 UTC

# Recipient Verification:

# Diauua Kresovic

IP address: 50.116.184.210 Location: Green Bay, United States

## Jeanne-marie Ciriacks Emalt jciriacks@cesa6.org

-	 _	
Sent:		15 May 2024 19:58:55 UTC
Viewed:		23 May 2024 21:54:36 UTC
Cionad:		22 64au 2024 24:E4:E9 LITC

#### Recipient Verification:

Email verified	23 May 2024 21:54:36 UTO

Jeanne-marie Ciriacks

IP address: 174.194.98.242 Location: Algonquin, United States

Document completed by all parties on 23 May 2024 21:54:58 UTC

Page 1 of 1



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# **EXHIBIT A STATEMENT OF WORK**

v.ii.

**TERM** July 2024 - June 2025

## **KEY PERSONNEL** Literacy Center Staff

SERVICES AND PRODUCT The following pricing table below displays the cost of service(s) and products(s) that will be delivered.

Name of Service	Price	QTY	Subtotal
CESA 6 Literacy - Impactful Early Literacy Practices In-District Leadership Institute. 2024-2025	\$13,331.00	1	\$13,331.00

\$13,331.00 Total \$13,331.00

10(a) 24725



# CONTRACT CESA 6 Literacy SERVICES July 2024 - June 2025

CLIENT	CLIENT CONTACT
Kenosha School District	Christine Geyer
3600 52nd St.	Coordinator of Professional Learning
Kenosha, Wisconsin 53141-0340	cgeyer@kusd.edu / 262-359-7582

PROVIDER	
CESA 6 Dianna Kresovic dkresovic@cesa6.org	For assistance with this contract, please contact: Amy Ruppert, Program Assistant CESA 6 Literacy 920-236-0562 aruppert@cesa6.org

This contract is between Cooperative Educational Service Agency No. 6 (CESA 6), party of the first part, and Kenosha School District (Customer). This contract is subject to the general terms and conditions of CESA 6. CESA 6's general terms and conditions can be accessed at CESA 6 Terms and Conditions.

- Scope. CESA 6 as the Service Provider agrees to provide, through qualified personnel, the services set forth in the below highlighted Statement of Work and the Customer agrees to purchase from CESA 6 the products and services outlined in said Statement of Work.
- Payment, Customer agrees to pay for all products and services provided/rendered and as set forth in the Statement of Work to CESA 6 at 2300 State Road 44, Oshkosh, Wisconsin 54904, on or before the first of the month following receipt of the invoice. If you require a purchase order, please have a purchase order issued prior to signing this contract and note the purchase order number below when signing.
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Signatures to follow on the next page

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<u>Conditions</u> contained herein as of the date first above written.

Kenosha School District	
Wendy Tindall	07 / 26 / 2024
Signature	Date
Wendy Tindall	Chief Academic Officer
Name	Title
Purchase Order Number:	
CESA 6	
Diauua Kresovic	07 / 29 / 2024
Signature	Date
Dianna Kresovic	Director, Literacy Center
Name	Title
Stacey Brawstedt	07 / 29 / 2024
Signature	Date
Stacey Bramstedt	Executive Director of Adult and System Learning
Name	Title

# **EXHIBIT A STATEMENT OF WORK**

.....

**TERM** July 2024 - June 2025

# KEY PERSONNEL Literacy Center Staff

SERVICES AND PRODUCT The following pricing table below displays the cost of service(s) and products(s) that will be delivered.

Name of Service	Price	QTY	Subtotal
CESA 6 Literacy services to support Literacy Professional Learning for Teachers. Addition of a third CESA 6 Literacy Consultant. 2024-2025 Attn. Chris Geyer	\$12,470.00	1	\$12,470.00

Subtotal

\$12,470.00

Total

\$12,470.00

# **Signature Certificate**

Reference number: KBFHM-BPPZQ-F2JS5-YTE4Q

Signer	Timestamp
Christine Geyer Email: cgeyer@kusd.edu	
Sent	15 Jul 2024 13:59:35 UTC
Mound	10 Jul 2024 15:30:56 LITC

26 Jul 2024 20:15:39 UTC

Recipient Verification:

Signed:

19 Jul 2024 15:30:56 UTC Signature

Wendy Tindall

IP address: 192.25.139.1 Location: Kenosha, United States

Dianna Kresovic

Email: dkresovic@cesa6.org

Sent 15 Jul 2024 13:59:35 UTC Viewed: 29 Jul 2024 13:53:23 UTC Signed: 29 Jul 2024 13:53:36 UTC

Recipient Verification:

✓ Email verified 29 Jul 2024 13:53:23 UTC Dianua Kresovic

IP address: 24.211.31.166 Location: Pewaukee, United States

Stacey Bramstedt

Email: sbramstedt@cesa6.org

15 Jul 2024 13:59:35 UTC Sent: Vîewed: 29 Jul 2024 17:27:36 UTC 29 Jul 2024 17:27:47 UTC Signed:

**Recipient Verification:** 

✓ Email verified 29 Jul 2024 17:27:36 UTC Stacey Brawstedt

IP address: 216.56.80.66 Location: Oshkosh, United States

Document completed by all parties on: 29 Jul 2024 17:27:47 UTC

Page 1 of 1



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# CONTRACT CESA 6 Literacy SERVICES July 2024 - June 2025

CLIENT	CLIENT CONTACT
Kenosha Unified School District	Christine Geyer
3600 52nd Street	Coordinator of Professional Learning
Kenosha, WI 53144	cgeyer@kusd.edu / 262-359-7582

PROVIDER	
CESA 6 Jennifer Deering jdeering@cesa6.org	For assistance with this contract, please contact: Amy Ruppert, Program Assistant CESA 6 Literacy 920-236-0562 aruppert@cesa6.org

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<u>Conditions</u> contained herein as of the date first above written.

Kenosha Unified School District	
Wendy Tindall	07 / 12 / 2024
Signature	Date
Wendy Tindall	Chief Academic Officer
Name	Title
Purchase Order Number:	
CESA 6	
Diauna Kresovic	07 / 12 / 2024
Signature	Date
Dianna Kresovic	Director, Literacy Center
Name	Title
Stacey Brawstedt	07 / 13 / 2024
Signature	Date
Stacey Bramstedt	Executive Director of Adult and System Learning
Name	Title

# **EXHIBIT A STATEMENT OF WORK**

\*\*\*\*

**TERM** July 2024 - June 2025

## **KEY PERSONNEL Literacy Center Staff**

SERVICES AND PRODUCT The following pricing table below displays the cost of service(s) and products(s) that will be delivered.

Name of Service	Price	QTY	Subtotal
CESA 6 Literacy Professional Learning for 4K Literacy. Attn. Christine Geyer	\$3,012.00	1	\$3,012.00

Subtotal \$3,012.00

Total \$3,012.00

86

# **Signature Certificate**

Reference number TTF5N-VFNH7-ZF8Q9-ZCNDA

Signer	Timestamp	Signature
systemister system at		
Objects (Control of		

Christine Geyer Email: cgeyer@kusd.edu

Sent: 08 Jul 2024 16:20:52 UTC Viewed: 12 Jul 2024 17:29:00 UTC Signed: 12 Jul 2024 18:40:37 UTC

Recipient Verification:

✓Email verified 12 Jul 2024 17:29:00 UTC Wendy Tindall

IP address: 192.25.139.1 Location: Kenosha, United States

Dianna Kresovic Email: dkresovic@cesa6.org

Sent: 08 Jul 2024 16:20:52 UTC Viewed: 12 Jul 2024 19:04:01 UTC Signed: 12 Jul 2024 19:04:35 UTC

Recipient Verification:

✓ Email verified 12 Jul 2024 19:04:01 UTC Diauua Kresovic

IP address: 24.211.31.166 Location: Pewaukee, United States

Stacey Bramstedt Email: sbramstedt@cesa6.org

Sent: 08 Jul 2024 16:20:52 UTC Viewed: 13 Jul 2024 10:20:06 UTC Signed: 13 Jul 2024 10:20:18 UTC

**Recipient Verification:** 

✓ Email verified 13 Jul 2024 10:20:06 UTC Stacey Brawstedt

IP address: 172.59.96.245 Location: Milwaukee, United States

Document completed by all parties on: 13 Jul 2024 10:20:18 UTC

Page 1 of 1





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# Kenosha Unified School District Kenosha, WI

August 27, 2024

**Board of Education Meeting** 

# POLICY 5473 – SUSPENSIONS AND POLICY 5474 STUDETNT EXPULSION

# **Background**

The Wisconsin Association of School Boards (WASB) recently reviewed the Kenosha Unified School District policies and made recommendations for the revision of several existing policies or the development of new policies. Both of policies were last reviewed in 1998 and warranted significant language revision.

Administration reviewed both policies and recommends several adjustments, including: eliminate language redundancies that cost reader clarity, eliminate outdated language and/or practices, and restructure to focus on policy and state statute rather than local protocol and practice. The recommended language changes for both policies were substantial enough to require a complete strike-through and rewrite.

In the proposed revision, the majority of the policy language comes directly from WASB, state statute, or the 1998 District policy, with a limited number of additions recommended by administration.

# **Recommendation**

Administration recommends that the board approve the proposed revisions to Policy 5473 – Suspensions and Policy 5474 – Expulsions as a first reading on August 27, 2024 and a second reading on Sept 24, 2024.

Dr. Jeffrey Weiss Superintendent of Schools

William Haithcock Chief of School Leadership

Kim Fischer Regional Coordinator of Secondary School Leadership

Anthony Casper eSchool Principal and Administrative Review Chair

POLICY 5473 SUSPENSIONS

The building principal may suspend a student for not more than five (5) days for noncompliance with District policies and rules or for other reasons outlined in state law. No student shall be suspended solely because of poor attendance or repeated tardiness.

A five (5) day suspension may be used when a student endangers the health, safety, or property of others and an extended suspension is needed as a part of the discipline plan for the student, or when there is a need to ensure a safe return to school. A five (5) day suspension may also be used as a part of the discipline plan for a student when progressively more serious consequences are needed in an effort to change a student's behavior.

Suspension of students shall be in accordance with state law. Students may be assigned to in- or out of school suspensions.

Suspended students shall be allowed to make up examinations and other classwork missed during the suspension in accordance with the District's student attendance procedures.

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

LEGAL REF.	: Wisconsir	Statutes	
	Sections:	118.13	Student discrimination prohibited
		<del>118.16(4)</del>	Student attendance; making up work/examinations missed
			due to suspension
		120.13(1)	Board powers; rules of conduct, suspension, and expulsion
	Wisconsin Adr	ninistrative (	<del>Code</del>
			Student nondiscrimination policy requirement
		PI 11	Change of placement for EEN students
			Individuals with Disabilities Education Act (Removal of
			EEN Students from school setting for disciplinary
			<del>reasons)</del>
CROSS REF.:	: 5155	Pupil Disci	rimination Complaint and Appeal Procedure
	5310	Student At	* **
	5474	Student Ex	<del>pulsion</del>
	5475	Discipline	of Students with Exceptional Educational Needs
AFFIRMED:	August 13, 199	<del>)1</del>	
REVISED:	February 10, 19	998	

RULE 5473
SUSPENSION

# A. In-School Suspension

- 1. In school suspension is to be used for students in violation of District policies and/or rules at the elementary or secondary level where appropriate.
- 2. The principal/designee will assign students to in-school suspension.
- 3. The student's parent/guardian will be informed of the in-school suspension.
- 4. The length of time a student will be assigned in school suspension shall be the remainder of school day to a maximum of three days.
- 5. The student will meet with the school counselor during or following in-school suspension as needed.
- 6. Classwork will be assigned and completed during in school suspension in accordance with the District's student attendance procedures. Credit will be given for work completed.

### B. Out of School Suspension

- 1. The principal may suspend a student from school for any of the following conduct:
  - a. Noncompliance with District policies or school rules;
  - b. For knowingly conveying any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives;
  - c. Conduct while at school or under the supervision of a school authority which endangers the property, health or safety of others;
  - d. Conduct while not at school or while not under the supervision of a school authority which endangers the property, health or safety of others at school or under the supervision of a school authority; or
  - e. Conduct while not at school or not under the supervision of a school authority which endangers the property, health or safety of any District employee or School Board member.
- 2. Students shall be suspended from school when required by state law.
- 3. A suspension shall not exceed five school days for each noncompliance of District policies or school rules or misconduct, except that a student may be suspended for not more than 15 consecutive school days pending an expulsion hearing. Students with exceptional education needs may not be suspended for more than 10 days, except as otherwise specifically provided by law.
- 4. Prior to suspension, a student shall be advised of the reason for the proposed suspension. The student shall have the right to respond except in emergency situations. It is the responsibility of the principal/designee to determine that the student is guilty of noncompliance with a District policy or school rule or of the conduct charged and that the suspension is reasonably justified.
- 5. The parent/guardian of a minor student shall be given prompt notice of the suspension and the reason therefore.

RULE 5473 SUSPENSION Page 2

- 6. Within five days following the commencement of the suspension, the suspended student or the student's parent(s)/guardian(s) may have a conference with the Superintendent of Schools/designee. Such designee shall not be a staff member of the suspended student's school. If the Superintendent/designee determines that the suspension was unfair, unjust or inappropriate or that the student suffered undue consequences or penalties as a result of the suspension, reference to the suspension shall be erased from the student's record. Such a determination shall be made within 15 days following the conference.
- 7. A suspended student is assigned to the custody of the student's parent/guardian and is not allowed to be on or near school premises or to attend school activities while suspended.
- 8. A suspended student shall be permitted to make up examinations or other class work missed during the suspension period in accordance with the District's student attendance procedures. Following a suspension a student will have the responsibility, within the number of days equal to the length of the suspension, to contact the teacher to make arrangements to develop a teacher approved plan for making up for full credit any missed work or any quizzes or examinations.
- 9. A student suspended more than 15 cumulative days per year shall be referred to the SIT for assessment, and inventions will be outlined.

POLICY 5473 SUSPENSIONS

The building principal/designee may suspend a student from school for the period of time authorized by law for any of the following reasons:

- 1. Noncompliance with District policies or school rules;
- 2. Knowingly conveying any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives;
- 3. Conduct while at school or under the supervision of a school authority which endangers the health, safety, or property of others; or
- 4. Conduct while not at school or while not under the supervision of a school authority which endangers the health, safety, or property of others at school or under the supervision of a school authority, or of any District employee or School Board member.

"Conduct which endangers a person or property" includes making a threat to the health or safety of a person or making a threat to damage property. In addition, a student shall be suspended from school when required by law (e.g., possessing a firearm in violation of state law and Board policy). No student shall be suspended solely because of poor attendance or repeated tardiness.

Out-of school-suspension is a serious consequence which should be reserved for situations when it is reasonably justified and is carried out in accordance with state law requirements. Prior to suspension, a student shall be advised of the reason for the proposed suspension. The student shall have the right to respond (due process), except in emergency situations.

Students may be assigned to in- or out-of-school suspensions, ranging from a half-day to not more than 5.0 days of out-of-school suspension. A suspension shall not exceed five school days for each noncompliance of District policies or school rules or misconduct, except that a student may be suspended for not more than 15 consecutive school days pending an expulsion hearing.

The parent/guardian of a minor student shall be given prompt notice of the suspension and the reason therefore. Families are encouraged to discuss concerns they have regarding a suspension with the principal/designee of the school. However, within five days following the commencement of the suspension, the suspended student or the student's parent(s)/guardian(s) may 'appeal' the suspension and have a conference with the Superintendent of Schools/designee. Such designee shall not be a staff member of the suspended student's school. If the Superintendent/designee determines that the suspension was unfair, unjust or inappropriate or that the student suffered undue consequences or penalties as a result of the suspension, reference to the suspension shall be erased from the student's record. Such a determination shall be made within 15 days following the conference.

A suspended student is not allowed to be on or near school premises or to attend school activities while suspended.

POLICY 5473 SUSPENSIONS

A suspended student shall be permitted to make up examinations or other class work missed during the suspension period in accordance with the District's student attendance procedures. Following a suspension a student will have the responsibility, within the number of days equal to the length of the suspension, to contact the teacher to make arrangements to develop a teacher approved plan for making up for full credit any missed work or any quizzes or examinations.

The District shall not discriminate in student suspensions because of the student's sex, race, ancestry, creed, religion, color, pregnancy or related condition, marital or parental status, sexual orientation, sex stereotypes, sex characteristics, national origin or undocumented/immigration status (including limited English proficiency), transgender status, (including gender expression, gender identity and gender nonconformity (see, Policy 5110.2)), social, economic or family status, or physical, mental, emotional or learning disability or handicap in accordance with Title VI of the Civil Rights Act of 1964, Sections 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (see Special Education Program and Procedure Manual). Harassment on any of these bases is also prohibited. Decisions relative to classes or activities based on a student's individual performance or needs is not considered to be discriminatory.

#### **LEGAL REF.:** Wisconsin Statutes

Sections:	118.127	Law enforcement agency information
	118.13	Student discrimination prohibited

118.16(4) Student attendance; making up work/examinations

missed due to suspension

120.13(1) Board powers; rules of conduct, suspension, and expulsion

Wisconsin Administrative Code

PI 9.03(1) Student nondiscrimination policy requirement

PI 11 Change of placement for EEN students

Individuals with Disabilities Education Act (Removal of EEN Students from school setting for disciplinary reasons)

<b>CROSS REF.:</b> 5110.1	Student Equal Opportunity, Non-discrimination, and Anti-
	harassment in Education
5155	Pupil Discrimination Complaint and Appeal Procedure
5310	Student Attendance
5430	Student Conduct and Discipline
5474	Student Expulsion
5475	Discipline of Students with Exceptional Educational Needs

Kenosha	Unified School District No. 1
Kenosha.	Wisconsin

School Board Policies
Rules and Regulations

POLICY 5473 SUSPENSIONS

**AFFIRMED:** August 13, 1991

**REVISED:** February 10, 1998

**REVISED:** August 24, 2024

POLICY 5474 STUDENT EXPULSION

A School Board/designated expulsion hearing officer(s) may expel a student from school for reasonsoutlined in state law. A hearing shall be conducted in order to determine that the interests of the schooldemands the student's expulsion.

Expulsion of students shall be in accordance with state law and established District procedures.

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

The District shall not deny any rights afforded under state and federal laws to any student excluded from school.

The District will provide a special school program for the purpose of providing a last chance for students who have been expelled from school. The District will make every effort to coordinate this program with new or existing county programs. This program will be evaluated and a report submitted to the Board annually. After expelling a student and determining the length of the expulsion, the Hearing Officer may recommend enrolling the student in a special school for educational and/or counseling purposes.

#### **LEGAL REF.:** Wisconsin Statutes

Sections 118.13 Student discrimination prohibited

120.13(1) Board powers; expulsion hearing officer(s) authorized; expulsion requirements

Wisconsin Administrative Code

PI 9.03(1) Student nondiscrimination policy requirement

PI 11 Change of Placement for EEN Students

Individuals with Disabilities Education Act [Removal of EEN students from school-setting for disciplinary reasons]

**CROSS REF.:** 5110 Pupil Discrimination Complaint and Appeal Procedure

5430 Student Conduct and Discipline

5473 Student Suspensions

5475 Discipline of Students with Exceptional Educational Needs

Special Education Policy and Procedure Handbook

AFFIRMED: August 13, 1991

**REVISED:** February 10, 1998

RULE 5474
EXPULSION PROCEDURES

## A. Reasons for Expulsion

The School Board/designated expulsion hearing officer(s) may expel a student when it is determined that the student has engaged in any of the following conduct and is satisfied that the interests of the school demands expulsion:

- 1. repeatedly refused or neglected to obey rules;
- 2. engaged in conduct which endangered the property, health or safety of others while at school or under the supervision of a school authority;
- engaged in conduct while not at school or under the supervision of a school authority which
  endangered the property, health or safety of others at school or under the supervision of a school
  authority;
- 4. engaged in conduct while not at school or under the supervision of a school authority which endangered the property, health or safety of a District employee or School Board member;
- 5. knowingly conveyed or caused to be conveyed any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives;
- 6. repeatedly engaged in conduct while at school or while under the supervision of a school authority that disrupted the ability of school authorities to maintain order or an educational atmosphere at school or at an activity supervised by a school authority (This last reason for expulsion only applies to students 16 years of age or older.)
- 7. A student shall be expelled from school when required by state law.

## B. Expulsion Hearing

- 1. Written notice of an expulsion hearing shall be sent to the student and to the student's parent/guardian if the student is a minor. This notice shall be sent not less than five days prior to the hearing and shall include the following information:
  - a. the specific grounds for expulsion under state law and the particulars of the student's alleged conduct upon which the expulsion proceeding is based;
  - b. the time and place of the hearing;
  - c. that the hearing may result in the student's expulsion;
  - d. that upon request of the student and, if the student is a minor, the student's parent/guardian, the hearing shall be closed;
  - e. that the student and, if the student is a minor, the student's parent/guardian, may be represented at the hearing by counsel;
  - f. that the School Board/designated hearing officer(s) shall keep a full record of the hearing and, upon request, the School Board/designated hearing officer(s) shall direct that a transcript of the record be prepared and that a copy of the transcript be given to the student and, if the student is a minor, the student's parent/guardian;
  - g. that if the hearing officer(s) orders the expulsion of the student which may include a recommendation regarding enrollment in a special school program, the District shall-mail a copy of the order to the School Board, the student and, if the student is a minor, to the student's parent/guardian;
  - h. that within 30 days of issuance of an expulsion order, the Board shall review the order and shall, upon review, approve, reverse or modify the order;

RULE 5474
EXPULSION PROCEDURES
Page 2

- i. that if the student is expelled by the hearing officer(s), the order of the hearing officer(s) shall be enforced while the Board reviews the order;
- j. that if the student's expulsion is approved by the Board, the expelled student or, if the student is a minor, the student's parent/guardian may appeal the Board's decision to the Department of Public Instruction (DPI);
- k. that if the Board's decision is appealed to the DPI, within 60 days after the date on which the DPI receives the appeal, the DPI shall review the decision and shall, upon review, approve, reverse or modify the decision;
- l. that the decision of the Board shall be enforced while the DPI reviews the Board's decision;
- m. that an appeal from the decision of the DPI may be taken within 30 days to the circuit court for the county in which the school is located; and
- n. that the state statutes related to student expulsion are sections 119.25 and 120.13(1).
- 2. The student, parent/guardian may be represented by counsel at the hearing.
- 3. Written minutes, or stenographic records, shall be kept by the School Board/designated expulsion hearing officer(s).
- 4. If an expulsion is ordered by the expulsion hearing officer(s), the District shall mail a copy of the order to the School Board, student and the student's parent/guardian, if the student is a minor. The expulsion order shall specify the length of the expulsion.
- 5. The Board shall act on the expulsion order within 30 days after its issuance by the expulsion hearing officer(s). Appeals of the Board's decision may be made as outlined in the notice of the expulsion hearing described above.

#### C. Post Expulsion

- 1. A student who, after an expulsion proceeding is held is expelled from school, can bereferred by the parent/guardian or the principal, for multi-disciplinary team evaluation.
  No more than 90 days shall elapse between the initial receipt of the referral form by theassigned multidisciplinary team and the receipt by the parent/guardian of the notice of
  placement decision pursuant to state law.
- The Board, after approving an expulsion order as outlined above, may enroll the student in a special school for remedial and/or counseling purposes. Special education services will be provided to students with exceptional education needs.

School Board Policies
Rules and Regulations

POLICY 5474 STUDENT EXPULSION

The School Board recognizes the importance of maintaining proper order and discipline in the schools and holding students accountable for their actions and compliance with Board policies and school rules. The Board also recognizes and actively supports the primary mission of the public schools to help ensure all students receive a proper education and graduate from high school.

Students may be recommended to the Board for possible expulsion if they have engaged in any of the following type of conduct:

- 1. Repeated refusal or neglect to obey District policies or school rules;
- 2. Knowingly conveying any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives;
- 3. Conduct while at school or under the supervision of a school authority which endangers the health, safety, or property of others;
- 4. Conduct while not at school or while not under the supervision of a school authority which endangers the health, safety, or property of others at school or under the supervision of a school authority, or of any District employee or School Board member;
- 5. The student repeatedly engaged in conduct while at school or while under the supervision of a school authority that disrupted the ability of school authorities to maintain order or an educational atmosphere at the school or at an activity supervised by a school authority and such conduct does not constitute grounds for expulsion under any of the other reasons for expulsion outlined above. (This last reason for expulsion only applies to students 16 years of age or older); or
- 6. A student shall be expelled from school when required by state law (e.g. possessing a firearm in violation of state law and Board policy).

Students may be offered an opportunity by the Administrative Review Committee to voluntarily participate in a particular support program, intervention activity, or signed agreement related to their misconduct as an alternative to expulsion.

However, when the Committee recommends an expulsion hearing, written notice of such action shall be sent separately to the student and parent/guardian, in accordance with established time periods and fundamental procedural protections that are required.

A hearing shall be conducted before the School Board designated Independent Hearing Officer (IHO) in order to determine whether the interests of the school demands the student's expulsion. The School Board/designated IHO may expel a student from school whenever it finds that the student engaged in any of the above conduct and is satisfied that the interest of the school demands the student's expulsion.

The Board may specify conditions in a student's expulsion order that would allow the student to be reinstated to school early before the end of the term of his/her expulsion. The early reinstatement condition(s) shall be related to the reason(s) for the expulsion and shall be enforced in accordance with state law.

POLICY 5474 STUDENT EXPULSION

All student expulsions, including those involving students with disabilities, shall follow all statutory procedures and requirements. The District shall not deny any rights afforded under state and federal laws to any student excluded from school.

The District shall not discriminate in student suspensions because of the student's sex, race, ancestry, creed, religion, color, pregnancy or related condition, marital or parental status, sexual orientation, sex stereotypes, sex characteristics, national origin or undocumented/immigration status (including limited English proficiency), transgender status, (including gender expression, gender identity and gender nonconformity (see, Policy 5110.2)), social, economic or family status, or physical, mental, emotional or learning disability or handicap in accordance with Title VI of the Civil Rights Act of 1964, Sections 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (see Special Education Program and Procedure Manual). Harassment on any of these bases is also prohibited. Decisions relative to classes or activities based on a student's individual performance or needs is not considered to be discriminatory.

#### **LEGAL REF.:**

Wisconsin Statutes

Sections 118.13 Student discrimination prohibited

120.13(1) Board powers; expulsion hearing officer(s) authorized; expulsion

requirements]

Wisconsin Administrative Code

PI 9.03(1) Student nondiscrimination policy requirement

PI 11 Change of Placement for EEN Students Individuals with Disabilities Education Act [Removal of EEN students from school setting for disciplinary reasons]

### **CROSS REF.:**

o Ker	
5110.1	Student Equal Opportunity, Non-discrimination, and Anti-harassment in Education
5155	Pupil Discrimination Complaint and Appeal Procedure
5310	Student Attendance
5430	Student Conduct and Discipline
5430	AR Administrative Regulation and Review of Expulsion Recommendations
5473	Student Suspensions
5475	Discipline of Students with Exceptional Educational Needs

**AFFIRMED:** August 13, 1991

**REVISED:** February 10, 1998

**REVISED:** September 24, 2024

# Kenosha Unified School District Kenosha, Wisconsin

August 27, 2024

# GANG PREVENTION EDUCATION PROGRAM 2023-2024 Year End Report

## **Background:**

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

The Boys and Girls Club of Kenosha has supervised and mentored 51 case managed youths in gang prevention programs at our middle and high school levels. In addition, there are approximately 148 students that participate in weekly youth empowerment group sessions known as prevention group facilitation at Lincoln, Washington, Mahone, Lance, and Bullen middle schools. In these sessions BGCK approved curriculum is utilized that covers such things as anger management, good decision making, coping mechanisms, role modeling, goal setting, as well as financial literacy. The Year End Report (Attachment A) is included in this report. The goals and results from the past year are also included.

A description of the program and goals for the Gang Prevention Education Program are included (Attachment C). The partnership with KUSD, The Juvenile Justice Office and the Boys & Girls Club of Kenosha is invaluable.

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

The final document (Attachment B) is additional data charts showing results of the 23-24 program.

### **Recommendation:**

Administration recommends that the School Board approve entering into a Memorandum of Understanding with the Boys & Girls Club of Kenosha for a Gang Prevention Education Program in the 2024-2025 school year.

Dr. Jeffrey Weiss Superintendent of Schools William Haithcock Chief of School Leadership

# Boys and Girls Club of Kenosha/ KUSD Gang Prevention Initiative Year End Report 2023-2024

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

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

- 2. Boys & Girls Club staff also case managed 51 youth that were referred to the program by KUSD counselors, staff, and Kenosha County case workers. The BGCK staff organized and supervised incentive-based field trips for case managed youth. Shortly after the pandemic the number of trips was lessened, however BGCK staff have begun to increase experiences for youth. For example, youth attended trips to the Black History Museum in Milwaukee, ice-skating, Sky Zone Wisconsin Dells, Six Flags, etc. All 51 youth who participated in the gang prevention initiative experienced positive behavioral changes which may be related to the pro social activities offered at the Boys & Girls Club. Thirty-eight youth in the gang prevention program are actively participating in the summer youth employment program in 2024 and have been placed at several public and private businesses in the Kenosha area.
- 3. Boys & Girls Club staff maintained frequent contact with the families of case managed youth through home visits, weekly phone calls and activities. Some of the activities were the Haribo

Classic at UW-Parkside, Carthage College Football invitational, Juneteenth Festival, Cinco de Mayo, Boat Building Camp and Launch and much more. BGCK staff also gave families tours of the Teen and Tween Centers to introduce more families to the activities at the Boys & Girls Club and provided referrals for additional resources within the community.

4. Boys & Girls Club staff collaborated with principals of individual schools daily to provide continuity of care for the 51 case-managed youth. Gang prevention staff visited schools as requested to assist with gang involvement and delinquency issues. They helped identify graffiti, provided security at sporting events, identified issues happening outside the school to ensure they are not brought into the schools, and worked closely with SRO police officers at the schools to further prevent gang activity at KUSD schools. Additionally, staff spoke at various school events related to gang prevention or teen violence and attended open houses at various KUSD locations. Lastly, Outreach staff were often called to the school to assist students with behaviors, advocate on behalf of the student or provide a listening ear during a free period.

#### **Overall Progress**

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

96% of case managed youth did not a have a new offense since the start of the program at the beginning of the 2023-2024 school year.

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

98% of youth have participated in at least four non-gang related programs per month.

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

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

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

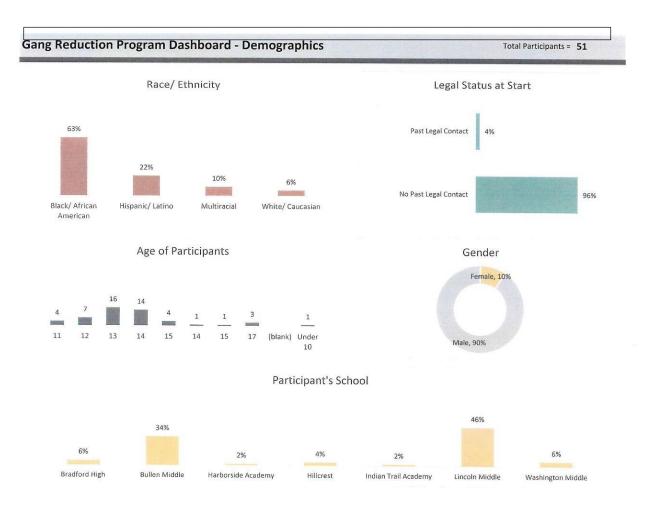
93% of youth reduced their gang risk assessment score from program intake to completion of their time in the program.

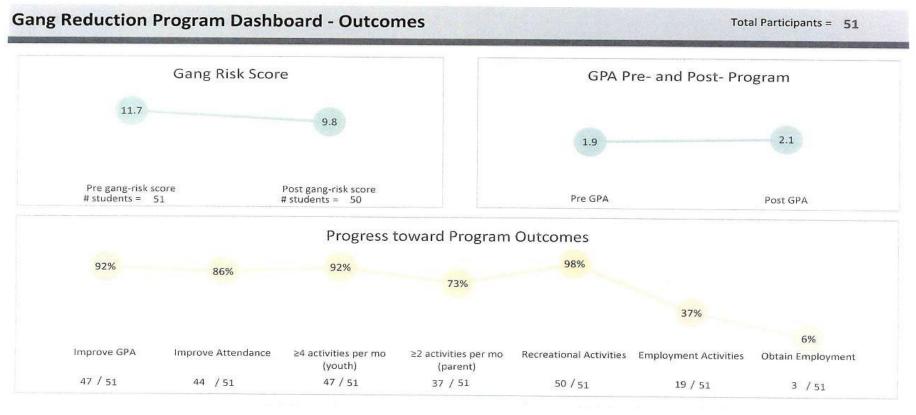
# Goal 5. 75% of youth who participate in the program for at least three months will improve school attendance.

86% of youth have improved their school attendance.

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

92% of youth participating improved their academic performance. The average GPA upon entry to the gang prevention program was 1.8; upon exit youth increased their average to 2.2.





# Case Closure Reason



### **GANG PREVENTION/YOUTH EMPOWERMENT EDUCATION PROGRAM 2024-2025**

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

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

Case managed youth in the BGCK Youth Empowerment Program include 12-18 year olds with a large focus on middle school students. Historically (in the last six years), the demographics of youth served are 63% African American, 22% Hispanic, 10% Multiracial, and 5% Caucasian.

100% of students receiving case management come from low socio-economic backgrounds and typically non-traditional homes such as families with single parents, guardians other than a birth parent, an incarcerated parent, parents struggling to make ends meet while working multiple jobs, unstable home circumstances, etc. Case managed students reside within the KUSD boundaries, and the program provides case management to 51 youth each school year. "Free/reduced lunch status through KUSD is used to determine low-income status. The number of students enrolled fluctuates at any given time, however a typical number of students on the caseload is 25 to ensure much needed time and resources are provided.

The groups facilitated in KUSD are typically held during lunch or CORE class period to decrease the amount of time taken away from academics. Staff hand select youth that exhibit certain risk factors that put them at increased risk for gang involvement, such as, but not limited to disruptive classroom behavior, family member known gang member, lack of extracurricular activities, fighting with classmates, etc. Each group contains no more than 12 students and are typically separated by gender, which allows for freer conversation between the students and staff members.

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

#### **KUSD/BGCK Gang Prevention Program Goals 2024-2025**

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

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

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

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

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

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

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

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

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

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

#### 75% of youth will improve their academic performance overall.

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

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

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

# Memorandum of Understanding

# BETWEEN THE BOYS & GIRLS CLUB OF KENOSHA AND KENOSHA UNIFIED SCHOOL DISTRICT

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

- I. BGCK will case manage/monitor/supervise/mentor approximately 50 youth in gang prevention in addition to facilitating groups at Kenosha Unified Schools. There will be approximately 8-10 youth in the group. The youth remain in the groups approximately 6 months working on anger management, team building, job skill development, gang resistance and social and delinquency issues. In the 24-25 end of the year report, BGCK will include specific participation data sharing the extra number of students that are being served through the case managed program.
- II. The BGCK will additionally serve no less than 115 students weekly through youth empowerment group sessions known as prevention group facilitation at Lincoln MS and Bullen MS. In these sessions we will use a BGCK approved curriculum that covers things such as anger management, good decision making, coping mechanisms, role modeling, goal setting as well as financial literacy. In the 24-25 end of year report, BGCK will include specific data identifying how many students were served, if there is any duplication between students served in the group sessions and the case management program, and BGCK will provide attendance data indicating how often the groups are being held and the attendance of the registered participants.
  - BGCK already includes a breakdown of the participants indicating what schools that the students attend. During the 24-25 school year, BGCK will actively work to recruit more participants from students who are educated in our community at private schools, home schooled, or other non- KUSD public schools. That data, including a brief summary of our efforts to expand recruitment, will be included in the mid-year and end of year reports.
- III. Additionally, BGCK will organize and supervise incentive-based activities for the youth in order to encourage and reinforce positive behavioral change. These incentive-based activities will be granted on a case-by-case basis by BGCK staff to recognize positive behavioral changes (socially, academically and within the family circle). These activities will include, but not be limited to trips to professional and local sporting events, community service opportunities, cultural events, and local college events. Additional incentive-based elements will include:
  - a. BGCK will offer full scholarships for targeted youth who are interested in league sports programs at BGCK.
  - b. Targeted youth interested in employment training will receive priority placement and be assessed for eligibility in the sumpor youth employment program.

- IV. All targeted youth will be provided free memberships to the Boys & Girls Club for the duration of the program. Youth will be encouraged to attend educational and cultural teen programming held at the BGCK facility.
- V. BGCK staff will maintain frequent contact with the families of program participants to gauge behavioral changes, as well as to provide referrals for additional resource within the community. BGCK will organize family events throughout the year. Program staff will meet with families at least twice per quarter at these sponsored activities or through individual home visits.
- VI. BGCK staff will collaborate with principals of individual schools as requested to assist with gang involvement and delinquency issues.
- VII. BGCK staff will continue to serve on the Kenosha County Gang Task Force and participate in their monthly meetings. This group brings together representatives of law enforcement, juvenile intake, Division of Children and Family Services, and KUSD. The task force undertakes to coordinate intervention and address trends in gang behavior and delinquency.

#### 1. Staff

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

#### 2. Contract Budget

KUSD	\$60,000.00
Boys & Girls Club of Kenosha	\$42,500.00
Kenosha County Div. of Children and Family Services	\$63,500.00
State of Wisconsin DPI - Wisconsin After 3	\$58,698.22
State of Wisconsin DPI-Be Great Graduate	\$63,889.45
OJJDP 2022 Gang & Delinquency Prevention	\$25,500
Total	\$314,087.67

#### 3. Program Goals

**KUSD/BGCK Gang Prevention Program Goals 2024-2025** 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 5. Finances

A. BGCK will bill monthly by the 10<sup>th</sup> of the month.

#### 6. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of BGCK and KUSD authorized officials. It shall be in force from September 1, 2024, to June 30, 2025. Parties A and B indicate agreement with this MOU by their signatures.

William Haithcock	Date	Tara Panasewicz	Date
Chief of School Leadership		Chief Professional Officer	
Kenosha Unified School District	Boys & Girls Club of Kenosha		

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# Kenosha Unified School District Kenosha, Wisconsin

August 27, 2024

# **EMPLOYEE HANDBOOK**

#### **Background:**

The 2024-2025 Employee Handbook is the eighth edition. The handbook revisions noted are clarification on current language, grammatical and formatting corrections.

The following are the administrative recommended changes and/or additions for the 2024-2025 Employee Handbook:

#### **Cover Page**

• Updated to reflect 2024-2025 school year.

#### Contents (pg. 4)

- Student Relations has been updated to Staff-Student Relationships and Professional Boundaries.
- Please note that page numbers in the table of contents will be updated after all changes have been approved.

#### **Equal Opportunity Employer (pg. 9)**

• Formatting correction between first and second paragraphs.

#### Staff Acceptable Use (pg. 12-17)

• Updated language to match that of Policy and Rule 4226.

#### **Limitations on Outside Employment (pg. 18-19)**

• New language to the Handbook. Follows Policy 4391.

#### **Emergency Closings and/or Learning Adjustments (pg. 19-20)**

• Updated to match policy language.

#### **Staff Reporting Requirements (pg. 20-23)**

• Updated to match Policy language.

# Overtime/Compensatory Time Off for Non-Exempt Employees (pg. 24)

• Clarifying language regarding eligible employees.

#### Vacation Days (pg. 29)

- Language added specifying 12 month employees.
- Language added regarding no borrowing from future allotments.

#### Personal Days (pg. 30)

• Language updated to match process previously approved by Board in August 22, 2023.

#### **Sick Days (pg. 31-32)**

• Language added regarding doctor's note required after three consecutive days missed.

#### Bereavement (pg. 32)

- Stepmother and stepfather moved to allow for 6 days of leave.
- Language added to specify that bereavement days must be taken in full day increments.

# **Employee Dress and Grooming (pg. 43-44)**

• Grammatical error corrected in #1.

#### **Alcohol and Drug Free Workplace (pg. 44-45)**

- Updated to match policy.
- Removed Rule language from Handbook for consistency.

## **Drug Testing: Reasonable Suspicion (pg. 45-46)**

• Added Rule 4221 to the reference.

#### **Teacher Resignation Forfeiture (pg. 48-49)**

• Updated language in this section, expanding to include retirement.

#### **Student Relations (pg. 51-53)**

• This section has been replaced with the new Staff-Student Relationships and Professional Boundaries, Policy 4227 information.

#### **Employee Complaint (Grievance) Procedure (pg. 55-58)**

- Clarifying language added that procedure applies to FTE employees only.
- Employee discipline steps allowing for grievance were updated.

#### **Administrative Recommendations:**

Administration recommends the Board of Education approve the 2024-2025 Employee Handbook with the changes and/or additions noted above.

Dr. Jeffrey Weiss Kevin Neir

Superintendent of Schools Chief Human Resources Officer

#### **NEW COVER REQUESTED**





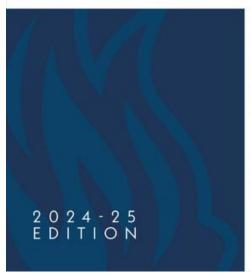






# **EMPLOYEE HANDBOOK**

EFFECTIVE JULY 1, 2024





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## MESSAGE FROM THE SUPERINTENDENT

Welcome to Kenosha Unified's Employee Handbook!

On behalf of the Board of Education and all administration, we are thrilled you are a member of the KUSD family. This handbook serves as a valuable resource to guide you through our school board policies, procedures and expectations.

In KUSD, we believe that every employee contributes significantly to our collective success, and we are committed to providing you with the support and tools you need to excel in your role.

This handbook outlines our policies on various topics, such as professional conduct, workplace safety, time off, and much more. It is important that you familiarize yourself with these policies to ensure a smooth and productive experience throughout your tenure.

We encourage you to use this handbook as a reference whenever you have questions or concerns about KUSD policies and procedures. If you have questions or concerns, please reach out to the Office of Human Resources.

Once again, thank you for being a crucial part of the KUSD family. We look forward to accomplishing great things together!

Best regards,

Dr. Jeffrey Weiss KUSD Superintendent

Dr. 9. /2/2

## INTRODUCTION

This employee handbook is provided as a reference document for the Kenosha Unified School District, hereafter referenced as the District. This handbook communicates state and federal statutes and the employment policies of the Board of Education, hereafter referenced as the Board, which serve as a decision-making guide for District staff. While it is intended to provide employees with information about the District, it should not be considered all-inclusive.

Unless expressly stated, the handbook is not intended to disturb or supplant the existing administrative rules of the District, nor to replace or supersede board policy or administrative regulation. The handbook replaces any and all expired written agreements that were collectively bargained and is subject to any future collectively bargained agreements related to base wages in accordance with state law. It has been prepared to acquaint all employees with these policies, procedures, rules and regulations, and to provide for the orderly and efficient operation of the District. It is your responsibility to read and become familiar with this information and to follow the policies, procedures, rules and regulations contained herein. However, if you have questions regarding the handbook or matters that are not covered, please direct them to your immediate supervisor or the Office of Human Resources.

#### **Disclaimer Statement**

This Handbook was developed to describe the District's expectations of our employees and to outline the statements, policies, procedures, rules, regulations and benefits available to eligible employees. Employees are expected to familiarize themselves with the contents of this Handbook, to read the Handbook thoroughly, and to retain it for future reference. However, this Handbook is not all inclusive. There may be other expectations of employees communicated through policy, rule, regulation, directive, memorandum, guidance or other communication.

None of the statements, policies, procedures, rules, regulations or benefits contained herein constitutes a guarantee of employment, a guarantee of any other right or benefits or a contract of employment, expressed or implied.

This Handbook is subject to change at the sole discretion of the District, as are all other policies, procedures, rules, regulations and benefits, and programs of the District. The District may modify, amend or terminate any statements, policies, procedures, rules, regulations and benefits whether or not described in this Handbook at any time, with or without notice. From time to time, employees will receive updated information concerning changes in this Handbook. Employees with questions regarding this Handbook should ask their supervisor or the Office of Human Resources for assistance.

The District strives to keep this Handbook up-to-date. However, the Board is responsible for establishing District Policy. In the event of a conflict between this Handbook and District Policy, the terms of the District Policy shall govern. This Handbook supersedes any and all previous handbooks given to employees.

Since this is a general publication being prepared for all of our employees, it is possible that at times a conflict may arise between an item in this Handbook and any provisions in an individual employment contract. In the event of any conflict between the provisions of this Handbook and any provision in an individual employment contract, the individual employment contract shall govern.

No supervisor, administrator, manager or representative of the District, other than the Superintendent (or their designee) or the Board by formal action has the authority to make any promises or commitments that are contrary to this Handbook.

If any provision or section within this Handbook is held to be invalid by operation of law, the remainder of this Handbook shall not be affected thereby. Any change in the law will impact the operation and enforcement of the provisions of this Handbook by modifying the provisions to conform to the law.

The Superintendent and/or the designee is/are responsible for the management of this Handbook. The content of the Handbook is the responsibility of the Board. The Superintendent and/or the designee and the Board have the right to interpret and apply the provisions of this Handbook in its discretion and as it deems appropriate as an essential management right and to determine whether specific circumstances require deviation from its terms.

#### **Common Terms and Definition**

- **School leadership** refers to principals and/or assistant principals.
- District refers to Kenosha Unified School District.
- Supervisor refers to the individual who supervises an employee
- **Benefit eligible** is defined as an employee who works 30 hours weekly or greater and is eligible for District benefits as defined in Section 4.
- **FTE** is defined as a person's full-time equivalent status.
- Exempt employee is defined as an employee who is exempt from the provisions of the Fair Labor Standards Act (FLSA) requirements for overtime compensation. Generally, certified staff (teachers) and administrators are exempt under FLSA regulations 29 U.S.C. Section 213.
- **Non-exempt employee** is defined as an employee who is assigned an hourly wage and may be eligible for additional compensation in accordance with the FLSA.
- Part-time/Temporary/Seasonal employee is defined as an employee who works less than 880 hours per year. This employee is not eligible for benefits.
- **Workweek** is defined, for payroll and Family and Medical Leave Act (FMLA) leave allowance purposes, as Sunday through Saturday.

Reference: Fair Labor Standards Act 29 C.F.R. Part 541, et seq. District Expectations

The district expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude towards students, other employees, families and the community. As representative of the district, employees must be mindful of their actions.

Management Responsibilities and Employee Expectations

The Board and/or administration have the right to establish organizational goals and objectives and to organize resources to achieve desired results. These responsibilities of management include, but are not limited to, the following rights:

- Hire, promote, transfer, evaluate, discipline and terminate employees in accordance with board of education policies and procedures and applicable laws.
- Reassign employees from one position to another within the same or a comparable job.
- Direct and motivate the workforce; determine its composition, organization and structure; and to assign work.

- Establish job standards, expectations and work rules.
- Amend, revise, revoke or issue new policies and procedures for employees.

Employees of the District have the following reasonable expectations of management:

- A clear understanding of the individual job descriptions, standards, expectations and work rules.
- Performance appraisal based upon job-related criteria.
- A safe and healthy work environment.
- Willingness to respond to employees' concerns and complaints.
- Fair and non-discriminatory application of policies and procedures.
- Disciplinary action/termination based upon board of education policies and procedures.

# **SECTION 1: EMPLOYMENT**

# **Equal Opportunity Employer**

The District is an equal opportunity employer. Personnel administration in the District shall be conducted without discrimination on the basis of age, race, creed, religion, color, sex, pregnancy, sexual orientation, national origin, disability, political affiliation, handicap, marital status, ancestry citizenship, arrest or conviction record, membership in the National Guard, state defense force, or any other reserve component of the military forces of the United States or Wisconsin, use or non-use of lawful products off school premises during non-working hours, or any other reason prohibited by state or federal law. This policy shall apply to hiring, placement, assignment, formal and informal training, seniority, transfer, promotion, lay-off, recall and termination.

Similarly, all salaries, wages, benefit programs and personnel policies shall be administered in conformity with this policy.

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

Any applicant or employee who believes they have suffered discrimination in violation of this policy may file a complaint. Responsibility for overseeing the District's equal employment opportunity and affirmative action programs and investigating discrimination complaints is assigned to the Office of Human Resources.

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

Reference: Board Policy and Rule 4110

#### **Anti-Harassment**

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

All new employees will receive a copy of the employee harassment policy and other harassment educational information as a part of the initial employment process and at other times as appropriate and necessary. Harassment or similar unacceptable activities that could be a condition of employment or a basis for personnel decisions, or which create a hostile, intimidating or offensive environment are specifically prohibited by the District. Intimidation and harassment can arise from a broad range of physical or verbal behaviors by employees or by non-employees, such as outside contractors or members of the community, which can include, but are not limited to, the following:

- Physical, sexual or mental abuse;
- Offensive, threatening or derogatory comments to any person, either directly or indirectly, based on the person's membership in any protected class;
- Name calling, insults or slurs based upon a person's real or perceived legally protected characteristics including age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, use or nonuse of lawful products off the employer's premises during non-working hours, declining to attend a

meeting or to participate in any communication about religious matters or political matters, transgender status, gender expression, gender identity and gender nonconformity or any other basis protected by law;

- Hate speech, including the use of language, behavior, imagery and/or symbols to express prejudice against a particular group or groups based on any protected characteristic;
- Unwelcome sexual advances, propositions, invitations, solicitation and flirtations;
- Harassing behavior toward a subordinate staff member, regardless of whether such conduct creates a hostile work environment;
- Consensual sexual relationships that lead to favoritism of a subordinate staff member with whom the supervisor is sexually involved and where such favoritism results in an adverse employment action for another staff member or otherwise creates a hostile work environment;
- Comments about a person's body dress/appearance, jokes, or innuendos, sexually degrading language, unwelcome suggestive or insulting sounds or whistles;
- Display of sexually offensive materials, objects, literature, audio recordings or videos in the work or educational environment that are not curriculum related;
- obscene telephone calls, text messages, or social media postings;
- Communicating with students and/or parents/guardians via email, text message, websites, social media, or visiting their home for non-educational purposes;
- Giving gifts, money, or showing preferential treatment to students for no legitimate educational purpose;
- Inappropriate boundary invasions of personal space or personal life; and

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

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

Any person who believes that they have been the subject of prohibited harassment or similar unacceptable behavior or retaliation should report the matter immediately to the Office of Human Resources or, in the alternative, the superintendent/designee. All such reports will be investigated promptly and will be kept confidential within the bounds of the investigation and the law. Staff members are prohibited from knowingly making false statement or knowingly submitting false information to any report, complaint, investigation, or informal or formal resolution process undertaken by the District.

#### Legal Reference:

Wisconsin Statutes Sections

111.31-111.395 (Fair employment standards- employment discrimination 118.195 (Handicapped teacher discrimination) 118.20 (teacher discrimination, including sexual harassment)

Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (Race, color national origin discrimination; general employment discrimination)

Title IX, Education Amendments of 1972 (Sex Discrimination)

Section 504, Rehabilitation Act of 1973 (Handicap discrimination)

Age Discrimination Act of 1975 (Age discrimination)

Age Discrimination in Employment Act of 1967 (Age Discrimination)

Pregnancy Discrimination Act (Pregnancy, childbirth or related medical conditions discrimination)

Immigration Control and Reform Act of 1986 (Citizenship discrimination)

Americans with Disabilities Act of 1990, as amended by the ADAAA (Disability discrimination)

Civil Rights Act of 1991 (Penalties for discrimination law violations)

Equal Employment Opportunities Commission Guidelines (29 C.F.R. – Part1604.11) (Employee sexual harassment)

Cross reference:

Board Policy 4110 – Equal Employment Opportunity and Affirmative Action Employee Reference:

**Board Policy 4111** 

# **Employee Discrimination and Harassment Complaint Procedure**

The Kenosha Unified School District seeks to provide fair and equal employment opportunities and to maintain a professional work and academic environment comprised of people who respect one another and who believe in the district's high ideals. Discrimination and harassment are forms of misconduct that undermines the integrity of the District's employment and academic relationships. All employees and students must be allowed to work and learn in an environment that is free from discrimination and harassment. See Board Policy 4110 – Equal Opportunity and Affirmative Action, Board Policy 4111 – Employee Anti-Harassment, Board Policy 4111.1 – Employee Discrimination and Harassment Complaint Procedure.

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

# **Use of Telephone/Mobile Phones**

The District provides mobile telephones to some employees for the purpose of conducting District business. The use of District owned mobile phones to make or receive personal calls is discouraged, although it is understood that usage for personal reasons may be necessary in some situations. Use of District mobile phones resulting in cost due to overage, long distance, roaming or other charges realized by the employee shall be the responsibility of the employee. Such costs shall be passed along to the employee.

In addition, employees are prohibited from using personal cellphones or District telephones while supervising students during work hours unless pre-approved by their supervisor. Employees are allowed to make personal calls on their personal cellphones when not supervising students.

Employee may not use District-owned mobile phones while driving any District-owned or personal vehicle at any time, unless a hands-free device is employed. Employees are also prohibited from using personal mobile phones while driving a District vehicle, or while driving a personal vehicle in the performance of

District business, unless a hand-free device is employed. In addition, texting or emailing while driving a District vehicle or while driving a personal vehicle while on District business is prohibited.

In all cases, employees must adhere to all state or local rules and regulations regarding the use of handheld communication devices while driving. In the case of a specific personal situation that requires an employee to be available via phone for extraordinary needs, arrangements must be made in advance with their supervisor.

Supervisors will notify employees of any emergency calls intended for the employee.

#### Use of Cameras, Video and Audio Recording Devices

Cameras, video and audio recording devices are prohibited on District premises without prior consent of a supervisor. The District recognizes that some handheld communication devices, including cellphones, have the capability to take photographs and recordings. Employees are prohibited from taking photographs, videotaping or audio recording anywhere on District grounds, by any means, without authorization.

# **Staff Acceptable Use**

Technology may be used for instruction, research, communication and other educational or professional purposes. Employee use of technology shall be consistent with the educational goals and objectives of the District and shall comply with applicable Board policies and rules.

The District will maintain a District website and use social media for the purpose of collaborating, communicating and disseminating District information. Content posted on the District's website and social media pages is the property of the District.

The District's electronic communication system, which includes telephones, copy/scan/fax machines desktop computers, laptop computers, mobile device, email and the network, is the property of the district. All messages, information and data sent, received or stored on the District's electronic communication system is the property of the District. The District reserves the right to monitor employee and student use of technology and inspect any messages, information or data sent, received or stored on the district's electronic communication system.

Failure to comply with this policy and its implementing rule may result in discipline, up to and including termination.

For the purposes of this document, an electronic communications system is defined as the District's technology offerings, including but not limited to telephones, mobile phones, fax/scan/copy machines, internet, Wi-Fi, the-network, computer devices and other technology tools available to staff.

1. Responsibility: Employees are responsible for the proper use of any District electronic communication accounts that are issued under their name or that the employee is charged with managing. Employees are responsible for ensuring proper use of technology by students under their supervision. Responsible use of the Internet includes such items as abiding by copyright laws and terms and condition policies. Understanding unethical and unlawful activities include unauthorized access to any data or communications equipment, "hacking", or unauthorized disclosure, use or dissemination of anyone's personal information. The administration shall take steps to ensure that instruction or training activities and reasonable structural and systemic supports are in place to facilitate and enforce individual user's compliance with the District's policies, rules and procedures that govern the acceptable, safe and responsible use of the District's technology-related resources.

All staff are to relinquish any and all KUSD owned devices upon separation from KUSD employment. Any shared media (i.e. Google files) that are the product of employment should have ownership and rights transferred to an assigned KUSD staff member prior to separation.

- 2. **Passwords and security**: All KUSD staff are expected-required to protect and update their electronic access and credentials. All users that have access to the District technology resources must comply with the following rules for maintaining and securing District property and resources.
  - KUSD utilizes an email security campaign for educating staff with periodic phishing simulations and training resources. Staff that demonstrate a repeated concern from these tests will receive additional support and education.
  - Employees are prohibited from sharing their password for any electronic communication
    accounts that are issued under their name. Employees may, however, share their password
    with a member of the Hsupport staff, if necessary. In that case, the employee shall change
    his or her password immediately after the Hassigned staff member has completed all support.
  - Employees must maintain a password for accounts and change passwords periodically as directed by the District.
  - Any computer or similar device should be secured whenever it is not in use by invoking the password on the computer and/or logging off the device. Leaving a computer open or logged in while away enables others to potentially access e-mail and other sensitive files; all District technology should be physically secured according to standards set by the building administrators or their designees when not in use.
  - Employees also are prohibited from accessing another user's account without permission; if
    an employee identifies a security problem associated with the network or his or her user
    account, the employee shall notify #Technology support staff.
- 3. Privacy: All KUSD user accounts are owned by KUSD and therefore are not private. Passwords are for the purpose of preventing unauthorized access to the District's electronic communication system only; employees have no expectation of privacy when using the District's electronic communication system, even for personal use. The electronic communication system is the property of the District, and the District reserves the right to monitor and inspect any messages, information and data sent, received or stored on the District's electronic communication system. Documents or messages created, sent, received or stored on the District's electronic information system may be considered a public record and subject to disclosure under the Public Records Law.

The administration may access any message for reasons including, but not limited to the following situations:

- Finding lost messages/documents;
- Assisting employees in their performance of job duties;
- Studying the effectiveness of the communication system;
- Complying with investigations into suspected criminal acts or violation of Board policies or work rules;
- Recovering from systems failures and other emergencies;

- Complying with discovery proceedings or using as evidence in legal actions; and/or conditions that may otherwise be required or permitted by state or federal law.
- 4. Prohibited use of the District's electronic communication system: Employees' use of the District's Electronic Communication System must reflect the District's standards for professionalism. The District's computer network and internet system do not serve as a public access service or public forum. Employees shall not use the District's electronic communication system for the following purposes:
  - Accessing, sending, viewing or storing messages, images, websites or other materials which are sexually explicit, obscene, pornographic or harmful to minors;
  - Soliciting for personal commercial activities or non-District related organizations or activities, unless approved by the District pursuant to the procedures in Board Policy 1500;
  - Accessing or disclosing confidential information without authorization. Any access to or disclosure of confidential student information must comply with the Family Educational Rights and Privacy Act, Section 118.125 of the Wisconsin statutes and the District's student records policy; or
  - Any other purpose that which would violate law or Board policy (including harassment policies).
- 5. Use of District technology equipment off District premises: Employees may use District-owned technology equipment off District premises with appropriate administrator approval. Technology equipment may not be removed from a District building if its removal in any way causes disruption to the learning environment or decreases access to technology for District staff. Any technology assigned to staff for both on and off premises must be reflected in the KUSD Asset Manager system. A virtual private network (VPN) solution allows staff to work on their district assigned device outside of the KUSD network. This scenario ensures proper security and access to internal resources for job responsibilities. Staff that utilize a VPN will be filtered and protected as if they were physically operating behind the KUSD firewall.

Employees who use District equipment off District premises will accept full and unconditional responsibility for any equipment damage or loss and will reimburse the District within a reasonable time for the applicable repair/replacement cost. Further, the responsible party agrees to hold the District harmless for damages caused to any individual or others by the use of this equipment.

6. Personal use of the District's electronic communication system: Incidental and occasional personal use of the District's electronic communication system is permitted, but such use is subject to this policy. Personal use of technology must be limited to break time and time outside the workday. Personal use must not interfere with student instruction, the performance of an employee's job duties or District business. Employees shall not use their District email address for personal commercial purposes. Employees may connect personal technology devices to the District's network, as long as this does not interfere with the operation, integrity or security of the District's network. The District is not responsible for the safety or security of personal technology devices or the software on them that employees choose to bring into the District. The District does not provide technology support for personal devices. Personal devices are prohibited from accessing KUSD internally supported networks.

- 7. Personal/off-duty use of social media and personal web pages: Even if an employee is off-duty and not using the District's electronic communication system, an employee's personal use of technology or social media may be subject to this policy and regulated by the District if under the following conditions: the employee chooses to identify themselves as a District employee; the use affects the employees job performance; or the performance of other District employees or the use involves or relates to the District, District students/families or District employees. Unless authorized to do so by the Superintendent or their designee, employees shall not represent themselves as a spokesperson for the District or create or post content to a personal/non-authorized website that purports to be an official/authorized website of the District. Employees shall not use their District email address to register for a personal social media account and shall not post photos of students or other personally identifiable confidential student information on personal pages and/or sites without the written consent of the adult student or the minor student's parent/guardian.
- 8. Electronic communication with students: Employees shall use their District email address(es) when communicating with students. Unless authorized to do so by the superintendent or their designee, employees shall not communicate with students via their personal email addresses, social media accounts, home phones, cellphones or other application not authorized by the District for communication with students. Employees also should use discretion when communicating with parents on social media (e.g., accepting "friend" or "follower" requests). Staff have KUSD-approved communication options for authorized use. Staff-provided email addresses and resources should be used as the communication portal for interacting virtually with students. Guidance, training and support for currently available technologies and future utilities will be shared and integrated when possible.
- 9. **Personally identifiable information**: Personally identifiable information relating to individual students or their families, except as permitted by the Family Education Rights and Privacy Act, Section 118.125 of the Wisconsin Statutes, and the District's student records Ppolicy 6470. Elementary (4K-5) students only may be identified by their first name and last initial. Note: Regardless of age, photos, videos, names, artwork or other likenesses cannot be used if a student has a social media restriction on file. Home telephone numbers, home addresses and eEmail addresses of students and their family members shall not be posted or shared.
- 10. The District's website/social media pages: The Superintendent or the designee reserve the right to approve content posted on the District's website and social media pages. All school-level web editors must communicate with the District web specialist for information and assistance. The editors are responsible for ensuring accurate information is shared by maintaining the website and requesting updates be made by the web specialist. The social media administrators are responsible for ensuring accurate and timely information is shared and/or posted. The web editors and social media administrators are expected to ensure accurate spelling and grammar.

The following content shall not be posted or shared on the District's website or social media pages:

- Content that is sexually explicit, obscene, pornographic or depicts alcohol drug or tobacco use.
- Copyrighted material without the written consent from the owner and proper attribution.
- Any photos, videos, names, artwork or other likenesses of students with a media restriction on file.

- Links to personal or commercial websites.
- Content that violates Board policy or rules.
- 11. The staff-directed use of digital applications: Educators need to be aware of how data privacy, confidentiality and security practices affect students. When engaging with online educational service providers, educators must review the privacy policies prior to having students create accounts in selected applications. The Children's Online Privacy Protection Act (COPPA) governs online collection of personal information from children under age 13. Educators can act in the capacity of a parent to provide consent to sign students up for online education programs that are COPPA compliant at the school for the use and benefit of the school, and for no other commercial purpose.

#### 12. Areas of Expected Privacy

- Students, school employees and other persons present on school property shall respect and
  protect the privacy interests of individuals who are using a locker room, restroom or other
  designated changing area. Students or employees who violate this policy, or any related rules
  or directives, shall be subject to school disciplinary action and possible legal referral. Other
  persons violating this policy may lose the privilege of using District facilities, may be referred
  to law enforcement and/or may be subject to penalties provided under applicable law.
- In keeping with the District's objective of taking reasonable measures to protect the privacy interests of persons who are using a locker room, restroom or other changing area for an authorized purpose, all persons present on school property shall, at minimum, observe the follow measures:
  - o The use of recording and other electronic devices is substantially restricted in locker rooms, restrooms and other designated changing areas.
  - No person may use a camera, video recorder, cell phone or any other device with recording capabilities at any time to capture, record, transmit or transfer an image or representation of an undressed or partially undressed person who is in any locker room, restroom or other designated changing area.
  - No recording function (photographic, video, audio) of any type of device may be used in any non-emergency situation in such facilities at any time unless (1) the individual has received the prior permission of the District Administrator, building principal, or other District-designated facility supervisor; and (2) any person being recorded has consented to the recording. Such permission shall not be exercised when persons who are present in the facilities are using the area as a changing area, shower facility and/or restroom.
- In order to avoid any appearance of a violation of privacy or other impropriety, individuals present in such facilities are expected to restrict their use of the non-recording functions of any communications device or other multi-function device to (1) emergencies; or (2) situations where they have received the prior permission of the District Administrator, building principal, or other District-designated facility supervisor. That is, with these limited exceptions, voice calls, texting, etc. Should not be occurring in such facilities.

- No person shall view or attempt to view from any concealed location, or in an otherwise secret
  or hidden manner, an undressed or partially undressed person who is using a locker room,
  restroom, or other designated changing area.
- Loitering in a locker room, restroom or other designated changing area is prohibited.
- No media is allowed access to locker rooms before, during or after any school athletic event or practice. Coaches and student athletes may be available for interviews outside the locker rooms, consistent with District policy and school rules.
- When District employees or other District-designated individuals enter a locker, restroom or other designated changing area in order to exercise their supervisory responsibilities (including any exchange of information with persons using the locker room), they shall exhibit due regard for the privacy of the individuals who may be using such facilities, including recognizing that the relevant privacy interests are heightened when an individual has a supervisory need to enter a facility designated for use by persons of the opposite sex.
- Nothing in this policy shall be interpreted to prohibit coaches and other athletic-team personnel
  from being present in a locker room, whether of the same sex or of the opposite sex, in
  circumstances where the presence of such individuals would not compromise the privacy
  interests of the student athletes or other persons who may be using the facility, such as during
  pre/post game team meetings, halftime meetings, or other similar circumstances.

11.

Reference: Board Policy and Rule 4226

#### **Conflict of Interest**

In order to ensure sound management policies and procedures and in order to avoid actual or potential conflicts of interest, no close relative of any employee of the District or member of the Board of Education shall be appointed to and/or assigned to a position having a conflicting interest with a position held by a close relative.

Conflicting interest is defined as having a direct responsibility involving power to recommend appointment, dismissal, promotion and demotion, or for supervision and evaluation of close relatives. For purposes of this policy, close relatives shall be defined as spouse, parent, mother-in-law, father-in-law, son, daughter, sister, brother, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

Positions of conflicting interest are defined as follows:

- 1. Any administrative or supervisory position having immediate or partial supervisory responsibilities on other than an occasional basis. (For purposes of applying this section of the policy, the quasi-supervisory positions of the following sections shall not be viewed as immediate supervisory positions.)
- 2. Any teaching position having quasi-supervisory responsibilities such as a teacher consultant or department chairperson, or any teaching position having an educational assistant position.
- 3. Any secretarial position having supervisory responsibility within a given school or department.

- 4. Any building service employee having supervisory responsibilities such as head custodian, assistant head custodian, foreman or head cook.
- 5. Any recreation department position having supervisory responsibility within any program.

In addition to any statutory requirements regarding conflicts of interests of board members, no board member shall participate in a decision regarding the employment or discipline of a close relative.

Nothing in this policy shall be construed as discouraging the appointment of relatives for positions not designated by this policy as being in conflict. Except as restricted by this policy, each recommendation for appointment shall be based upon the best qualified applicant for the position to be filled. Nothing in this policy shall be construed to limit the opportunity for promotion of any person employed by the District.

Reference: Board Policy 4331

# **Limitations on Outside Employment**

The District recognizes the right of District employees to engage in employment outside of the district. However, outside employment and other non-employment pursuits must not conflict with the employee's duties, responsibilities, and regular periods of work for the district.

District employees shall not engage in any outside business activity, accept private employment, or render services for private interest when such business activity, private employment, or services is incompatible with the employee's official duties or would impair the employee's independence, judgement or action in the performance of the employee's official duties.

Employees must seek written approval from the Superintendent or their designee prior to accepting outside employment or engaging in outside activities or other pursuits which are not permitted pursuits identified in this policy.

Examples of outside activities, employment and other pursuits <u>permitted</u> by the District without the need for approval include but are not limited to the following:

- 1. Volunteering to chaperone a child's field trip or other special event;
- 2. Attending events at another K-12 educational institution that are open to the public;
- 3. Attending Parent Teacher Organization (PTO) meetings or events;
- 4. Volunteering at a K-12 educational institution's charity event or gathering;
- 5. Volunteering in a classroom to assist a teacher with student activities;
- 6. Tutoring, provided those sessions do not interfere with the employee's scheduled work hours.

Outside activities, employment and other pursuits that are <u>strictly prohibited</u> by the District include but are not limited to the following:

- 1. Assisting another K-12 educational institution within the KUSD boundaries with the recruitment of students and/or the administration of the school;
- 2. Assisting another K-12 educational institution within the KUSD boundaries with teaching students (not applicable for staff who have part-time contracts with higher educational institutions);
- 3. Serving on a board for another K-12 educational institution within the KUSD boundaries.
- 4. Work which interferers with your responsibility as a District employee and interferes with your independent judgement in the exercise of your official duties;

5. Outside activities, employment or other pursuits that conflict with the interests of the District's mission, vision, goals and purpose.

Approval for outside employment shall be at the sole discretion of the Superintendent or their designee. The decision of the Superintendent shall be final.

Reference: School Board Policy 4391

# School Year/Hours of the Day/Workday

The current school year calendar can be found on the District's website.

Work schedules for employees vary throughout the school district. Supervisors will advise employees of their individual work schedules. Staff needs and operational demands may necessitate variation in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Regardless of the shift, no breaks other than lunch periods are part of your normally scheduled day.

Paid hours per day are as follows for a 1.0 FTE (not including the duty free lunch):

Teacher
ESP
Interpreters
ASP
Service/Maintenance
AST
7 hours per day
8 hours per day
8 hours per day
8 hours per day
8 hours per day

All staff are responsible for the completion of their duties as set forth in the job description and other duties specific to each position.

#### **Lunch Periods**

Hourly employees working six hours or more per day shall receive at least a 30-minute duty-free lunch period. Lunch will be scheduled with a supervisor to best meet the scheduling needs of the building or department. An employee must receive permission to work during their scheduled lunch period and must report any time worked. Lunch periods may not be used to account for an employee's late arrival or early departure.

# **Break Time for Nursing Mothers**

As per Section 7(r) of the Fair Labor Standards Act, for one year after the birth of a child, all nursing mothers will be allowed reasonable break time during the work day to express breast milk. The break time will be allowed each time the mother has the need to express breast milk. A place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, will be provided for nursing mothers to express breast milk.

# **Emergency Closings and/or Learning Adjustments**

In the event the District is switched to virtual, closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum, make up all minutes necessary to guarantee the receipt of state aids and/or necessary to meet the annual school year requirements of the State of Wisconsin. 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.

Reference: Board Policy 3643

# **Staff Reporting Requirements**

Only the Superintendent of Schools and/or the designee is authorized to close school buildings or shift to a fully virtual learning environment due to inclement weather and/or intermittent emergency/crisis situations. If the decision to close buildings or shift to fully virtual learning is made, a public announcement will be made via various platforms no later than 5:30 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.

If a public announcement is not made by 5:30 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.

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.

- On KUSD and school websites, KUSD Channel 20, social media platforms, and 262-359-SNOW (7669).
- Via the appropriate avenues to be shared on local and extended news station platforms.

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.

#### FOUR 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 personnel are expected to attend.
- Procedure 2: All schools in KUSD will open two hours late, and school buses that transport students 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 shifted to a fully virtual learning environment; no students
  are expected to physically report to buildings but must attend classes virtually from home in order
  to be marked present for the day. This may be implemented on a case-by-case basis if isolated to
  individual schools/buildings. The Kenosha Senior Center will be closed.closed; no students are
  expected to report. The Kenosha Senior Center also will be closed. KUSD employees see below
  for attendance and guidelines.
- Procedure 4 (reserved for extreme emergency situations): All schools in KUSD will be closed; no students are expected to report. This procedure will only be enacted if and when the situation leading to closure has caused widespread internet outages (e.g., major ice storms, etc.) or would result in endangering the health and welfare of students and staff. This may be implemented on a case-by-case basis if isolated to individual schools/buildings. The Kenosha Senior Center also will be closed.

Two (2) days are built into the academic calendar for extreme emergency school closings. as outlined in *Procedure 4* above.

- 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, students and staff will shift to virtual learning. All staff, other than specified facilities staff, may work from home due to the inclement weather and/or emergency/crisis. Specified facilities staff include those required for snow removal and/or other maintenance needs as indicated by their supervisor. Timesheet employees will not be required to work on virtual days and as such will not be compensated unless their direct supervisor requests otherwise, in which case a timesheet for hours worked must be submitted.
- If Procedure 34 is enacted, only specified facilities staff shall report to work the first two days, no others shall 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. and the school and/or district will be considered closed for the day. Specified facilities staff include those required for snow removal and/or other maintenance needs as indicated by their 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. Timesheet employees will

not be required to work on closure days and as such will not be compensated unless their direct supervisor requests otherwise, in which case a timesheet for hours worked must be submitted.

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.

#### Reference:

```
Board Policies 3643, <del>and</del>-6210,5310, 3511
Wisconsin Statues, Sections
115.01(1)
121.006(2)
121.02(1)(f)
121.56
118.15
```

# **Job Postings**

When the District determines to post a position, the vacancies will be posted online for a minimum of five calendar days or until filled.

## **Employment ID**

Each employee is given an ID badge at the time of hire. The ID is provided for security purposes. The first badge is issued at no cost to the employee. Any lost or stolen badges should be reported to your supervisor. Employees are expected to wear their badge every day and ensure it is visible when on District property.

# **Facility Visitors**

The District welcomes visitors. To ensure the safety and well-being of all students and staff, visitors must comply with the following procedures:

- 1. Enter through the front lobby area.
- 2. Sign the visitor register upon entering and exiting the facility to ensure that everyone is accounted for in the event of an emergency.
- 3. Wear required identification.
- 4. Comply with building procedures to ensure the safety of the students and staff.
- 5. Comply with site-specific visitor check-in procedures.

# **SECTION 2: COMPENSATION**

# **Base Pay**

The District is committed to providing a fair and competitive compensation package that will attract, retain and develop staff.

#### **Job Classifications**

The District positions will be assigned to employment classifications based on the education and experience requirements of the positions and in accordance with state or federal requirements, where applicable. When positions change, they will be reassessed and may be reclassified, if necessary.

#### **Payroll**

The District runs payroll on a biweekly cycle. Payroll information, including payroll periods and pay dates, is updated and published annually and can be viewed on the the District intranet. This information is also accessible by contacting the Payroll Department and is distributed to all new hires. All employees' normal wages are paid through the end of the current pay period. Special wages, like overtime (see Overtime/Compensatory Time Off for Hourly Employees below), will be included in the next pay period.

# **Direct Deposit**

The District requires and provides direct deposit into the employee's bank or credit union. All payrolls are processed utilizing direct deposit only.

# **Employee Intranet**

All employees will have the ability to view their paycheck stubs through Employee Online. It is each employee's responsibility to verify the accuracy of the information. Employees should check for mistakes made in salary and leave balances each time a paycheck is processed. The District takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event of an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible. Any changes to an employee's time record must be approved by their supervisor/principal.

# **Overtime/Compensatory Time Off for Non-Exempt Employees**

Overtime assignments and weekend duties for hourly employees will be assigned at the discretion of the supervisor and/or District administrator. Eligible employees including hourly employees, Administration and Teachers are exempt from overtime compensation. Hours, shifts and assignments will be determined by the District. Eligible employees will be paid for all overtime hours worked. All overtime must be approved in advance by the immediate supervisor. Employees will be paid overtime as required by the Fair Labor Standards Act. The District may provide mutually agreeable compensatory time off in lieu of overtime pay.

**Overtime pay:** Only non-exempt employees will receive compensation at the rate of one and one-half times their regular hourly rate of pay for all hours worked over 40 hours in any given work week. A supervisor must always approve overtime before it is performed. Only actual hours worked will be used to calculate overtime. Paid time off for vacation, holidays, sick days, leaves of absence or other reasons will not be considered hours worked. Supervisors will attempt to provide employees with reasonable notice when the need for overtime arises, however, advance notice may not always be possible.

#### **Time and Attendance**

All non-exempt employees are required to keep accurate and complete records of time worked on a District-issued timesheet or timekeeping system (check with your supervisor). Non-exempt employees will forward a complete and signed timesheet to their supervisor at the end of each pay period within one working day.

#### **Payroll Deduction**

All required deductions, such as federal, state\* and local taxes and Wisconsin Retirement System contributions, as well as all authorized voluntary deductions, such as Tax Sheltered Annuity (TSAs) and health insurance and other benefit premiums, will be withheld automatically from employee paychecks. Employees are able to adjust voluntary deductions via Employee Online.

# **Garnishments and Wage Assignments**

All official garnishments and wage adjustments will be processed according to the prevailing applicable laws via legal documents provided to the Payroll Department.

#### **Tax Deferred Investments**

Employees have the opportunity to take advantage of tax deferred income taxation provisions. The Office of Human Resources maintains a list of investment companies available to employees on the Employee Intranet.

#### Reference:

```
Wisconsin Statutes Sections
71.64
103.457
109.03
241.09
812.42
812.43
Fair Labor Standards Act
26 U.S.C 3102
26 U.S.C. 3402
29 C.F.R. Part 541, et seq.
```

# **SECTION 3: EMPLOYMENT CHANGES**

# **Personnel Data Changes**

The District maintains personnel records and files for each employee. Maintaining these files with up-to-date information is very important as it provides the District with contact information in case of emergency, address mailings, data for payroll purposes and information required for reporting purposes and benefit programs.

All employees must notify the Office of Human Resources within five days of any changes in:

- Address
- 2. Marital status/name change
- 3. Emergency contact
- 4. Phone number
- 5. Dependent(s)

#### **Personnel Records**

Records of all personnel shall be considered confidential to the extent required by law and shall be kept in the Office of Human Resources. Records shall be maintained in accordance with all applicable federal and state laws and regulations, and retained in accordance with District's record retention schedule.

- 1. Personnel records may be examined in the presence of the Office of Human Resources personnel.
- 2. Materials shall not be removed from personnel files without permission of the Superintendent or designee.
- 3. The Office of Human Resources may duplicate post-employment file materials for the employee, and individual employee will pay the cost.
- 4. Transcripts and licenses may, if requested, be returned to individuals upon termination of employment provided a receipt is signed.
- 5. Pre-employment references, credentials and evaluations are not available to employees. Confidential pre-employment credentials shall be sent to the supplying agency only.
- 6. Personnel files will not be available to former employees, except to the extent authorized by law.
- 7. Employee information may be made available to anyone to the extent authorized by law. Ordinarily, employee information available to the public shall be limited to the name of the employee, the assignment, the dates of employment and compensation.
- 8. An employee may request the source of any material placed in their file.
- 9. Any written complaint about an employee, or written material that the employee's principal or other supervisor deems derogatory, will be called to the employee's attention within 48 hours. The employee may respond; their response will be reviewed by the administrator, attached to the complaint or written material and included in the employee's personnel file.

10. Where parents have oral complaints about an employee, the affected employee will be notified if/when they are addressed by an administrator in writing. The employee will also be given a meaningful opportunity to provide input for the response.

Reference: Board Policy and Rule 4260

# **Employee Evaluations**

Instructional administrators (i.e., principals and assistant principals) and teachers shall be evaluated by their direct supervisor in accordance with the Educator Effectiveness model as required by the Wisconsin Department of Public Instruction. This includes following the evaluation timeline of a summary year followed by two support years, as well as providing yearly feedback on annual goals. Details are outlined at https://dpi.wi.gov/ee. This model and its timeline also align with Wisconsin State Statute 121.02(1)(q) which reads, "Evaluate, in writing, the performance of all certified school personnel at the end of their first year and at least every 3rd year thereafter."

Non-instructional administrators, supervisory, technical and hourly staff shall be evaluated at the end of their first year and every three years thereafter. In addition, non-instructional administrators, supervisory and technical staff also will set annual goals and receive informal feedback from their direct supervisor similar to that presented via the Educator Effectiveness model for teachers and instructional administrators.

Evaluation tools for groups other than teachers and instructional administrators will be developed and maintained by the Office of Human Resources. Copies of completed, signed evaluations shall be submitted to the Office of Human Resources for inclusion in personnel files.

Neither of the timelines above prohibit the district from addressing performance or behavior issues in any given year through performance improvement plans or corrective disciplinary action.

Reference: Board Policy and Rule 4380

#### SECTION 4: EMPLOYEE BENEFITS AND GENERAL LEAVES

#### **Benefits**

The District offers a comprehensive benefit package. Details with respect to eligibility, benefits, including employee contributions (premium costs), claims procedures and limitations can be found on the District website. Benefits may include health, dental, life, vision, disability, flex and retirement savings and are subject to change.

#### **Vacation Days**

Benefit eligible 12-month employees will earn vacation on the fiscal year (July 1-June 30) and may take it on the calendar year (January 1-December 31). New employees will earn vacation on a prorated basis at the rate of 1/12 of their allocated amount per month and may begin using accrued vacation upon completion of six months of service.

For example: An hourly 12-month employee is hired on October 1. Since the new hire is starting after July 1, they will earn vacation on a prorated basis equal to 9/12 (the employee will work 9 months of the 12) of their allocated amount per month.

July 1 – June 30 is the earning period
Date of hire = October 1
Earned vacation from October 1 – June 30 = 75% of the annual vacation allotment.
Total day of vacation available after six months = 7.5 days (10 days x 0.75)

All employees who earn vacation time will be paid out unused earned vacation time upon a voluntary separation from the District. Payout of vacation time will be calculated based on the remaining balance of vacation days earned as of the date of the voluntary separation. Any individual whose employment with the District is involuntarily terminated will not be paid for unused earned vacation time.

Vacation time shall be taken in half-day or full-day increments. The vacation period and the number of employees on vacation at any given period shall be determined and approved by the employee's immediate supervisor or principal. The supervisor may deny the use of vacation time based on needs of the District. Payment in lieu of vacation time will not be granted.

Employees are required to use all accrued sick and vacation balances for any absences from the District before being allowed to request unpaid time off with Administrator approval. Vacation cannot be borrowed or advanced from future allotments.

## ADMINISTRATIVE, SUPERVISORY AND TECHNICAL EMPLOYEES (AST)

See AST Policy

#### Non-exempt/hourly 12-month employees

(Employees currently receiving a greater benefit will retain that benefit)

One week = five days

During first year, two weeks prorated

After first year, two weeks

After second year, three weeks

After third year, four weeks

#### NON-EXEMPT/HOURLY 10-MONTH EMPLOYEES

#### (FOOD SERVICE OR ADMINISTRATIVE SUPPORT PROFESSIONAL (SECRETARY))

Current 10-month employees who continue to accrue vacation will maintain their vacation benefit for the duration of their employment as a 10-month employee, but vacation may not be taken. Payment for vacation time in lieu of time off will be granted annually in June. Once an employee leaves one of the two 10-month employee groups referenced above via transfer or separation from the District, their grandfather status is gone. The sunset of this benefit was effective June 30, 2013.

#### **Carryover Vacation Days**

Employees may carry over a maximum of five vacation days from one calendar year to another. Employees must submit requests for carryover vacation days to their supervisor for approval who will submit to the Office of Human Resources for recordkeeping. Carryover vacation days must be used by June 30 of the following calendar year. Any remaining carryover vacation days at that time will be removed from the employee's available vacation leave balance.

Reference: Board Policy 4280

## **Personal Days**

All employees who earn sick days may request to use up to two of them as paid personal days. Personal days may be taken January through December. The Personal Request Leave form can be found on the District website and must be submitted to the employee's supervisor for approval. These paid personal days will be deducted from the employee's accrued sick days.

All employees who earn sick days may request to use up to two (2) of them as paid personal days. 10-month FTE employees may request to use up to four (4) sick days as personal days. Personal days may be taken July through June. The Personal Day Request must be submitted in writing to the employee's supervisor for approval. Personal days may not be taken in greater than two-day increments and may not be combined with vacation to extend an employee's absence. Personal days may not be used to extend a holiday. There must be available sick days in your sick bank equal to the number of personal days requested before they can be taken. Unrequested personal days do not carry-over from year to year. These paid personal days will be deducted from the employee's accrued sick days. Personal days are not guaranteed, and are granted on a case-by-case basis based on the needs of the department.

## Illness on a Holiday or Vacation Day

Any illness or disability, which occurs after approved vacation has commenced, is considered vacation and shall not be paid as other benefit time. If one of the paid holidays shall fall during an employee's vacation, the paid holiday will be applied in lieu of the paid vacation day.

## **Holidays**

**ADMINISTRATIVE, SUPERVISORY AND TECHNICAL EMPLOYEES (AST)** See AST policy.

#### NON-EXEMPT/HOURLY 12-MONTH AND EXEMPT/NON-EXEMPT/HOURLY 10-MONTH EMPLOYEES

Non-exempt/hourly 12-month employees	Exempt and non-exempt/hourly 10-month employees
Independence Day	Labor Day
Labor Day	Thanksgiving Day
Thanksgiving Day	Day after Thanksgiving

Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Memorial Day

#### **Additional Holiday Information**

The District will establish the preceding Friday or the following Monday as the holiday if the holiday falls on a Saturday or Sunday.

All 12-month exempt and non-exempt (hourly workers) will receive winter recess as paid time off. These dates are designated by the District calendar.

Supervisors have the option of adjusting schedules of those employees who may have to work due to the needs of the District.

Ten-month employees are off during spring break and winter recess; however, these are unpaid days except the holidays referenced above. Temporary part-time, non-benefit employees are not eligible for holiday pay.

In order to receive holiday pay, an employee must be paid on their last scheduled day before and the next scheduled day after the holiday unless other arrangements are made in advance with the employee's supervisor or the employee is on vacation at the time of the holiday. If an employee does not do so, then the employee will not be paid for the holiday. This does not include mandated District closures such as winter break or spring break.

#### **Sick Days**

Sickness is defined as illness or disability for self or immediate family. Sick days may also be used for attending a medical appointment for an employee or their immediate family member(s).

Employees who work 10 months will receive 10 paid days per year and those who work 12 months will receive 12 paid days per year up to a maximum of 90 days. Any employee who works 50 percent or greater per week (.50 FTE or greater) will be eligible for sick days on a pro-rated basis. Temporary (part-time/non-benefit eligible) employees will not accrue sick days. Employees currently receiving a greater benefit will retain that benefit. Employees will be required to use all accrued sick and vacation balances for any absences from the District before being allowed to elect unpaid time off.

Sick days may not be used prior to accrual. The District may require employees to provide a note from the doctor verifying that an absence was caused by a medical situation or medical appointment. The District also may require documentation from the doctor authorizing the employee to return to work. If sick days are exhausted, employees should refer to this handbook for additional unpaid leaves available.

For purposes of using sick days, immediate family is defined to include only spouse, brother(s), sister(s), children, parent(s), parent(s)-in-law and other family members living in the household.

Sick days are earned on the first payroll of each month as long as at least half of the prior month was worked. Teachers will receive their 10 days at the start of the school year. Teachers hired after the start of the school year will receive their pro-rated sick allotment in a payroll following hire.

Sick days will be taken in half-day or full-day increments. AfterAnytime an employee misses three or more consecutive days, the employee willmay be asked to provide documentation from the physician who treated the employee and/or employee's immediate family when returning to work. The supervisor may request a medical excuse or other documentation regarding the use of sick days at any time.

Sick days will not be paid out upon separation from the District. Administrative, Supervisory and Technical employees should refer to the AST policy.

#### Bereavement

Employees shall be allowed up to six paid days for absences necessitated by the death of an employee's immediate family members (including spouse, mother, father, sister, brother, child, stillborn child, miscarriage, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepmother, stepfather, or any other person whom the employee stands in a mutually acknowledged relation of parent or child) and up to three paid days for grandparents, grandchildren, sister-in-law, brother-in-law, aunt, uncle, niece, or nephew., stepmother or stepfather. Proof of loss must be provided to the building/department leave reporting secretary. Days do not need to be taken consecutively but must be taken within six months of the individual's passing. Bereavement days must be taken in full day increments.

#### **Jury Duty**

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee should notify their supervisor. The employee is required to provide copies of the subpoena or jury summons to their supervisor and the Office of Human Resources. The supervisor will verify the notification and make scheduling adjustments to accommodate the employee's obligation. Employees will not be deducted pay for the jury duty or subpoenaed court appearances on behalf of the District if the above is adhered to. If an employee is called to appear as a plaintiff, defendant or for subpoenaed and non-subpoenaed court appearances not related to the District, they will be deducted pay unless vacation or personal days are used. Any compensation (except transportation) received by the employee for jury duty or service must be paid to the Finance Office. Timesheet employees are not eligible to receive jury duty pay from the District.

## Family and Medical Leave Act (FMLA)

Employees may be eligible for leave in accordance with the state and federal Family and Medical Leave Acts (FMLA). The District utilizes the calendar year (January 1 through December 31) to establish its 12-month FMLA measurement period.

The following information concerns your rights and obligations under the family and medical leave laws, and District policy and guidelines, and will explain to you the consequences of your failure to meet these obligations. Please read this information carefully, and if you have any questions, please contact your supervisor or the Office of Human Resources.

1. **Leave entitlement**. The actual amount of time you spend on family and/or medical leave will be subtracted from your unpaid leave entitlement for a calendar year. Your family and medical leave, under state and federal laws, will run concurrently with any other leave for which you are eligible under applicable District policies.

- 2. **Medical certification.** If your request is based on your serious health condition or the serious health condition of your child, spouse, parent, domestic partner or covered service member, you must provide the District with a medical certification ("Health Care Provider Certification") prepared by the health provider. This certification must be provided to the District within 15 calendar days of the request for leave, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good-faith efforts, in which case it must be provided as soon as practicable. If you fail to provide a timely certification, your leave request or your continuation for leave may be denied or delayed until the required certification is provided.
- 3. **Additional certification.** If the District has any doubts about the accuracy of your initial medical certification, you must submit to another certification, at the District's expense, by a health care provider selected by the District. If the second opinion differs from the initial certification, a third opinion may be obtained. The third opinion is final and binding.
- 4. **Recertification.** On a periodic basis as allowable by law, you must provide the District with subsequent recertification that your serious health condition still prevents you from performing your job functions or that you are still needed to care for a family member with a serious health condition.
- 5. **Intent to return to work.** You must provide the District with a periodic report on your status and intent to return to work when instructed by the District. If you are released to return with restrictions, you must contact the Office of Human Resources to discuss possible accommodations available prior to the return to work.
- 6. **Fitness for duty.** If you are on medical leave because of your own serious health condition, you must provide the District with a medical release, "Fitness for Duty Certification" form signed by your health care provider before you can return to work. If you fail to provide the District with a medical release, your reinstatement will be delayed until the required certification is provided or denied.
- 7. **Substitution.** Employees will be required to use all accrued sick and vacation balances for any absences from the District before being allowed to elect unpaid time off under the District's applicable leave policies.\* You may be paid by the District, or you may request payment, for any paid leave to which you have a right to payment at the time of your leave under the District's applicable leave policies. Paid leave will run concurrently with your family and medical leave and will not be available to you later. (Reference \* at end of section.)
- 8. **Maintenance of insurance coverage.** In order to maintain your current elected benefits during your family or medical leave you must continue to pay any employee required contributions towards those elected benefit health insurance premiums, as you did prior to your leave. The District requires the substitution of paid leave, therefore your share of premiums, if any, will be paid through the District's normal payroll deduction method. Otherwise, the District will designate a method for collection premiums when your leave is unpaid.
- 9. **Employment protection.** Upon returning to work from family or medical leave provided your 12 weeks of FMLA have not been exhausted, you will be reinstated to the position you held prior to leave or, if your position has been filled, to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. You will have no greater right to employment at the end of your leave than you would have had with the District if you had not taken leave. In the

case of instructional employees, your reemployment may be delayed until the commencement of the next school semester if your leave begins in the last five weeks of the semester. Please contact the Office of Human Resources for additional information on your reinstatement rights.

10. **Recovery of premiums.** If you fail to return to work after your family or medical leave, you will be liable to the District for any health coverage premiums paid on your behalf during your leave and coverage will be cancelled back to the date of your last paid premium.

\* Wisconsin FMLA allows employees to take up to 2 weeks of leave for their own serious health condition in a calendar year, up to 2 weeks for the serious health condition of a parent, child or spouse and up to 6 weeks for the birth or adoption of a child. The employee may elect to have this time be unpaid. Once an employee has exhausted their Wisconsin FMLA rights, they are subject to Federal FMLA and will be required to use all earned but unused vacation and sick time before election of unpaid time off.

#### Legal Reference:

29 USC Chapter 28 Sections 2601-2654 (Family and Medical Leave Act)
29 C.F.R. Part 825
Wisconsin Statute Section 103.10 (Family or Medical Leave)
Wisconsin Admin. Code Ch. DWD 225
Wisconsin Statute Section 103.11 (Bone Marrow and organ donation leave)

#### Wisconsin Bone Marrow and Organ Donation Leave Act

Unpaid leave may be taken by an eligible employee for the purpose to serve as a bone marrow or organ donor if the employee provides their employer with written verification that the employee may be a bone marrow or organ donor. An employee is eligible for leave if they have been employed by the District for more than 52 consecutive weeks and worked at least 1,000 hours during the preceding 52-week period. Leave may be taken only for the period necessary for the employee to undergo the bone marrow or organ donation procedure and to recover from the procedure, up to a maximum of six weeks in a 12-month period.

If an employee requests bone marrow or organ donation leave, the employer may require the employee to provide certification issued by the health care provider of the bone marrow or organ recipient or the employee, whichever is appropriate, indicating the following: that the recipient has a serious health condition that necessitates a bone marrow or organ transplant; that the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure. The employee shall make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the District's operations, subject to the approval of the health care provider of the bone marrow or organ recipient, and give the District advance notice in a reasonable and practicable manner.

An employee may substitute, for portions of bone marrow or organ donation leave, paid or unpaid leave of any other type provided by the District.

Legal Reference: Wisconsin Statute Section 103.11 (Bone Marrow and organ donation leave)

## **Maternity/Paternity Leave**

Employees will be allowed up to 12 weeks of leave during a calendar year as a result of a birth or placement of a child, or to bond with a newborn or newly placed child. This leave will run concurrently

with any other leave which is available to the employee under other District leave and absence policies, or state and federal family and medical leave laws. All or a portion of this period may be paid in certain instances (e.g. sick days or vacation days). The taking of leave under this policy and its accompanying guidelines will not be used against an employee in any employment decision, including the determination of raises or discipline.

## **Child Rearing Leave**

Once maternity/paternity and/or FMLA have/has been exhausted, an employee may request up to one year unpaid leave for the birth or adoption of a child. This one-year period includes the time off for maternity/paternity leave and/or FMLA, will not exceed 12 months total, must be taken immediately following the exhaustion of maternity/paternity or FMLA and may not be taken on an intermittent basis. Child-rearing leave will be unpaid, and no benefits will be provided during this time. Requests may be granted at the discretion of the Superintendent and/or the designee and may not be requested in consecutive years. An employee returning from child-rearing leave will be placed in an assignment for which the employee qualifies at the pay rate that is commensurate with their assignment.

#### Non-FMLA Medical Leave

Benefit-eligible employees (as defined in the Introduction section of this Handbook) who have exhausted FMLA, or did not originally qualify for FMLA, and are still unable to perform their regular duties due to their need to continue to care for themselves or an individual who was the subject of the original FMLA request may be eligible for a non-FMLA medical leave. Combined total leaves (FMLA and non-FMLA) shall not extend more than 12 months calculated by using the initial approved FMLA date leave if applicable. Non-FMLA medical leave shall not be taken on an intermittent basis. Additional non-FMLA medical leaves will not be granted until the employee has returned to normal work duties for minimum of six months.

In order to receive a non-FMLA medical leave, the employee must submit a "Request for a Non-FMLA Medical Leave" form to the Office of Human Resources. The employee will be required to exhaust all available sick and vacation balances at the beginning of their non-FMLA medical leave. In addition, the employee will be required to provide the Office of Human Resources medical documentation supporting the need for the requested leave. The non-FMLA medical leave will be granted at the discretion of the Superintendent or the designee.

Once all accrued paid time off is exhausted, during the non-FMLA medical leave, the employee will receive no compensation from the District. If the employee is able to return within the 12 month leave period (calculated by using the first day of approved FMLA), the employee may return to their original position.

Employees who are unable to return to work following 12 months of leave shall retire, resign or will be separated from the District in accordance with Section 6 – Employment Separation of this Handbook. Once separation has occurred, and the employee is able to return to work, the employee may apply for any vacant position for which they are qualified through the District's application process.

Participation in the District's insurance coverage may be available subject to provisions in the health insurance summary plan description, which can be found on the HR/Benefits section of the District's intranet.

## **Military Leave**

Employees who serve in the armed forces will be granted leaves of absence if called to duty, and be reinstated in accordance with the applicable state and federal laws and regulations. Employees will be

paid the difference between their military pay and District pay only for the employee's annual two-week military training.

#### Reference:

Wisconsin Statutes Sections 321.63 – 321.66 Uniformed Service Employment and Reemployment Rights Act (USERRA) 29 C.F.R. Part 1002, et seq.

### **Retirement in Wisconsin Retirement System**

For eligible staff, the District will pay one-half of the actual contribution rate (employer-required share), which is determined by the Employee Trust Fund board. The employee will be responsible for the other half (employee-required share).

#### **Employee Assistance Program**

The District recognizes that a wide range of problems not directly associated with job function can have an effect on job performance. Employee problems can stem from emotional disorders, alcohol or other drug dependency, family or marital problems, financial problems or societal pressures and changes. The District is concerned with job performance including attendance, conduct and productivity during employment hours.

It is recognized that many personal problems can be successfully treated or resolved if assistance is offered at an early stage and referral is made to an appropriate form of assistance.

The District will offer an Employee Assistance Program (EAP), which will serve as a practical and constructive mechanism for dealing with employees' personal problems that may affect the work situation or as an aid to those employees and their family members who voluntarily wish to use the program as a means of resolving personal problems

The purpose of the EAP is to improve the quality of human life. It has the potential to help marriages, families and possibly even save lives. Other benefits include increased productivity, improved work quality, decreased turnover, more favorable public opinion, greater employee identification with the District, improved morale and cost savings to the District.

The program will operate within following guidelines:

- 1. The decision to request or accept assistance through the EAP is the voluntary and personal choice of the individual employee.
- 2. Voluntary self-referred employees or family members seeking assistance will be able to do so with anonymity and confidentiality.
- 3. Job security will not be jeopardized by a request for or acceptance of help through the EAP.
- 4. Referrals to the EAP agency can be by self-referral, family referral or supervisory referral.
- 5. The EAP will function through a District EAP resource person and a contracted community agency that will provide services under the EAP concept. The superintendent of schools shall appoint the EAP resource person.

6. The EAP does not alter existing contractual provisions, work rules or disciplinary procedures. It serves as a supplementary program to offer appropriate assistance to those who need or desire it.

7. Where necessary, sick leave shall be granted for treatment or rehabilitation on the same basis as other health problems. Leave without pay shall also be considered when determined to be necessary.

Reference: Board Policy 4233

## **Travel Pay Policy**

It is Board policy to ensure that employees are properly compensated for all hours worked, including compensable travel time as required by law. Non-exempt employees are entitled to have compensable travel time counted as hours worked so long as the travel occurs during the employee's normal work hours.

Written authorization for travel on District business must be obtained prior to travel departure. The written authorization should be included with the expense report for travel expense reimbursement. Although required travel time undertaken at the District's direction is treated as work hours, voluntary travel undertaken at the employees own option for their sole convenience is not compensable travel time.

Under ordinary circumstances, it is the policy of the District to reimburse travel expenses on the basis of actual expenses incurred. Persons traveling on District business are entitled to transportation, hotel accommodation, meals, and limited incidentals (for example, taxis and telephone calls) that meet reasonable and adequate standards for convenience, safety and comfort.

#### Reference:

Board Policy 3412 Wisconsin Statutes Section 118.24 Fair Labor Standards Act 29 C.F.R. Part 541, et seg.

#### **Tuition Assistance**

#### ALL STAFF OTHER THAN AST

The District shall provide tuition assistance of \$50 per credit up to 12 credits maximum per school year (July 1-June 30). The tuition assistance must be requested within 12 months of credits being earned. Courses taken during the summer will be considered part of the up and coming school year. (Facilities employees only: All costs to maintain employment certifications and/or licenses will be paid by the District.)

To receive tuition assistance, employees must follow the appropriate guidelines:

- 1. Prior to taking the course:
  - a. Visit Frontline-Professional Growth to complete either an Out of District Course Approval Form or select a course form District's activity catalog.
    - i. Requests will be routed to the building administrator/department supervisor for review and/or approval.

- ii. Out of district courses must be taken via a regionally accredited school.
- 2. Following completion of the course:
  - a. Complete all course evaluations on Frontline Professional Growth.
  - b. Complete Tuition Assistance Request Form
  - c. Upload a copy of the official transcript showing the credits earned or a certificate of completion and a copy of receipts for courses taken.
  - d. Submit to Human Resources for review and/ or approval.
    - i. Only courses earning a "B" or higher, or pass for non-graded courses, will be considered for assistance.
    - ii. If approved, this will be routed to the Office of Human Resources for processing as outlined below.

The Office of Human Resources will process requests for tuition assistance biannually in February and October. Due dates for requests will be January 31 for February processing and September 30 for October processing.

Submitting a form or selecting a course in Frontline does not track credits needed for Tier advancement. This process will be communicated separately to teaching staff each spring.

# ADMINISTRATIVE, SUPERVISORY AND TECHNICAL EMPLOYEES (AST) See AST Policy

## Worker's Compensation

Workers' compensation was established to provide a basic safety net of benefits for employees who are injured on the job. While working for the District, employees are automatically covered by worker's compensation insurance, which is paid by the District. This insurance coverage provides benefits to any employee who meets the following requirements: 1) the injury or illness occurs while engaged in performing work activities; and 2) the injury or illness arises out of working conditions, not personal medical conditions.

Under the rights and benefits of Worker's Compensation Act: It is essential that an employee promptly report to his/her supervisor any injury or illness, no matter how minor it may appear at the time. Employees who are injured or become ill on the job must immediately report such injury or illness to their supervisor(s) along with the Employee Accident Report form which should be turned into the Office of Human Resources within 24 hours.

Employees are also required to report all work related injuries or illnesses that may need medical attention to the Care Line (1-8833-564-0894). If it is unknown whether or not medical attention is needed, call the Care Line. This is the mandatory procedure for these injuries, and they must be reported as soon as possible.

Failure to follow this procedure may result in the failure to file the appropriate Worker's Compensation Report in accordance with the law, which may in turn jeopardize the employee's right to benefit in connection with the injury or illness.

Any leave taken under worker's compensation will run concurrently with the employee's family medical and leave act (FMLA) allowance.

## **Light Duty – Worker's Compensation**

If lost time occurs, a written report from the treating physician must be completed within 24 hours of the incident. If the employee is able to return to work, any pertinent work restrictions must be indicated on the Workers' Compensation Work Status Report Form. Forms are available at each site office. If work restrictions exist, attempts will be made to place the employee in the Transitional Return to Work Program, if a reasonable placement is available. If the District makes any restricted work available, this may trigger a cessation or reduction of worker's compensation benefit payments. If the employee is unable to work, the anticipated return to work date and expected duration of the injury or illness must be indicated by the treating physician on the Worker's Compensation Work Status Report Form. Upon return to work following a work-related injury or illness, an employee will be required to provide certification from the employee's treating physician verifying that the employee is able to safely perform job functions.

Reference: Worker's Compensation Act

## **Employee Property**

Employees may be offered lockers or other secured areas on District premises in which to temporarily leave their personal belongings. These lockers are, and remain, District property. The privilege of a locker may be revoked at any time. The locker may be inspected at any time. It is the responsibility of the employee to maintain the security of a locker provided for use.

The District provides a parking lot for employees' automobiles. The District does not accept responsibility nor assume liability for any loss, theft, fire or damage whatsoever. For employee protection, each employee must observe all parking rules, drive safely, lock cars, and leave no valuables exposed.

The District will assist individuals seeking redress by providing any available information that will help to facilitate reimbursement from others for any loss or damage of personal property on District premises, but assumes no responsibility for such loss as a District.

Any exception to this policy requires the approval of the Superintendent of Schools, upon recommendation by the Office of Human Resources.

Reference: Board Policy 3623

#### **SECTION 5: CONDITIONS OF EMPLOYMENT**

#### **Required Medical Documentation: Non-Certified Positions**

All non-certified employees must adhere to the following conditions of employment:

- 1. Employee must furnish the District with proof of a completed physical examination prior to employment start date.
- 2. Employee must furnish the District with a completed tuberculin skin test prior to employment start date.
- 3. Employee must agree that the appointment is contingent upon Board of Education approval, regardless of whether the employee has been placed on the District's payroll.
- 4. Employee must furnish the District with a completed employment drug test within 72 hours of the offer of employment.
- 5. Employee must pass the criminal background check during the hiring process.

Non-compliance in any of these areas will result in immediate revocation of the offer and/or termination of employment.

## Required Transcripts, Certification and Medical Documentation: Certified Staff

The following conditions of employment apply for all certified staff:

- 1. Official college transcripts should reflect a 2.75 grade point average (GPA) in overall undergraduate coursework or 3.0 in major or 3.0 in a master's program (all GPA's based on a 4.0 scale). If the position is at the secondary level, employee should have a major or minor in the subject area(s) being taught.
- 2. Employee must provide the District with an official transcript(s) denoting graduation, or if a graduating senior, a letter from the dean or advisor verifying the anticipated graduation date prior to employment with Kenosha Unified School District. If a graduating senior, employee must provide an official transcript denoting graduation within 30 days of graduation.
- 3. Employee must furnish the District a copy of their instructional certification or proof of Wisconsin Department of Public Instruction application (e.g., copy of application and proof of payment) prior to employment with Kenosha Unified School District.
- 4. Employee must furnish the District with proof of a completed physical examination prior to employment start date.
- 5. Employee must furnish the District a completed tuberculin skin test prior to employment start date.
- 6. Employee must furnish the District with a completed employment drug test within 72 hours of the offer of employment.
- 7. Employee must agree that the appointment is contingent upon the Board's approval, regardless of whether the employee has been placed on the District's payroll.
- 8. Employee must pass the criminal background check during the hiring process.

Non-compliance in any of these areas will result in immediate revocation of the offer and/or termination of employment.

## Required Documentation: Non-FTE/Timesheet/Temporary Staff

All part-time timesheet/temporary employees must adhere to the following conditions of employment:

- 1. Employee must furnish the District with proof of a completed physical examination prior to employment start date (substitute teachers and substitute custodians only).
- 2. Employees must furnish the District with a completed employment drug test within 72 hours of the offer of employment (cafeteria workers, substitute teachers and substitute custodians only).
- 3. Employees must furnish the District with a completed tuberculin skin test prior to employment start date (all employees).
- 4. Employees must pass the criminal background check during the hiring process (all employees).

Non-compliance in any of these areas will result in the immediate revocation of the offer and/or termination of employment.

#### Licensure

Certificated staff are required to maintain proper licensure. Failure to maintain proper licensure may result in pay reduction until the license can be obtained.

Teachers failing to maintain proper licensure, as defined by the Department of Public Instruction, may be non-renewed or receive a pay reduction until the license can be obtained.

Certificated staff are required to maintain proper licensure in order to maintain employment with the District. Wis. Stat.§ 118.21 (1) states, "The school board shall contract in writing with qualified teachers. The contract, with a copy of the teacher's authority to teach attached, shall be filed with the school district clerk. Such contract, in addition to fixing the teacher's wage, may provide for compensating the teacher for necessary travel expense. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates."

Certificated staff are expected to know the expiration date of their licenses/certification, meet the requirements for re-licensure/certification in a timely manner, and provide immediate notice to the District if their license/certification is suspended or revoked.

Failure to maintain proper licensure, as defined by the Department of Public Instruction, will result in the immediate voiding of the employment contract and may result in termination of employment and the certificated staff member's position may be posted to be filled. Failure to provide immediate notice to the District of the suspension/revocation of the employee's license/certification may result in disciplinary action, up to and including termination.

Reference: Wisconsin Statute 118.21

#### **Staff Physical Examinations**

Upon initial employment, all employees of the District shall have a physical examination, including a tuberculin skin test and/or chest x-ray, in accordance with state law.

Upon initial employment, each employee shall furnish a certification of freedom from tuberculosis. Food service employees shall furnish such certification annually. Food service employees shall have other periodic health exams as required by the School Board. The Board may also require other employee health exams consistent with state and federal laws.

An employee may be exempt from the health examination requirements listed in this policy if an affidavit has been filed with the board claiming such exemption in accordance with state law. No employee shall be discriminated against by reason of their filing of an affidavit.

Reference: Board Policy 4231

## **Employee Attendance and Punctuality**

Regular attendance is an essential job function. In the event of illness or other absence, the employee shall notify the automated substitute assignment system and/or their immediate supervisor prior to the employee's work starting time in accordance with District procedures.

An employee who is absent from work without notifying the District as required may be subject to disciplinary action up to and including discharge. A failure to report to work for three (3) consecutive days shall be deemed job abandonment and the employee's employment with the District shall immediately terminate.

- 1. An employee is responsible for notifying the automated substitute assignment system and/or their supervisor of their absence no later than 60 minutes prior to the employee's work starting time.
  - a. The employee must indicate the reason for the absence and advise when they will report back to work.
  - b. If the length of time of the absence is unknown, the employee shall provide this notification each day of the absence.
  - c. Employees absent from work due to an illness or injury may be required to submit a doctor's certificate or other appropriate medical authorization as deemed appropriate by the employee's supervisor.
  - d. Employees must follow additional school/department guidelines where appropriate.
- 2. Tardiness, unexcused absences, patterns of absenteeism (same days over a period of time) and excessive excused absences (other than FMLA) are cause for progressive discipline. Any disciplinary action taken shall be consistent with District polices and rules.
  - a. An employee is considered absent if they are not present for work as scheduled, regardless of the cause.
  - b. An employee is considered tardy if they report to work after the scheduled start time (unexcused).
- 3. Department managers and principals will develop and communicate work schedules to reflect a start and end time.
- 4. A supervisors, is to give special attention to absence patterns:
  - a. Absences before or after the weekend;

- b. Absences the day before and/or the day after a scheduled holiday or day off;
- c. Calling in sick as rapidly as sick time is accrued;
- d. Calling in sick or tardy after scheduled start time; and
- e. Absences the day before or the day of "hunting" season.

Reference: Board Policy 4280

## **Absence Reporting/Procedures**

All employees are responsible for reporting absences to the District absence reporting system in place. The District's absences reporting system will be available 24 hours a day, seven days a week, and can be accessed via internet and phone. Login instructions and access codes will be provided to employees after start of employment.

The District expects all employees to assume responsibility for their attendance and punctuality as an integral part of their employment. Regular attendance is expected of every employee. In order for the District to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each assigned workday, unless the employee has received approved leave. Any deviation from assigned hours must have prior approval from the employee's supervisor or building administrator. Staff should not make personal commitments during the day that may be scheduled at an alternative time.

Employees who are absent or tardy in excess or without a valid reason may be subject to corrective counseling and/or, when appropriate, disciplinary action. In cases where absence has been for three (3) or more consecutive work days due to illness, employee shall bring a doctor's note or physician's release before being allowed to return to work. Absences of three (3) consecutive work days without proper notification and approval will be construed as job abandonment and will constitute your resignation from the District without proper notice. (Please refer to Job Abandonment, page 47.)

When unable to work because of illness, injury or any other reason, employees are required to notify their supervisor or their designee and enter their absence into the leave reporting system as far in advance as possible, but no later than one (1) hour before the normal starting time on each day of absence. If the District has reason to believe that sick leave abuse or misuse is occurring, the District may require medical evidence to support a sick leave claim.

Reference: Board Policy 4280

## **Accident Reports**

It is essential that all accidents occurring on school property concerning students, employees or members of the public, and casualty losses be reported promptly to the Office of Human Resources. Accidents shall be reported in accordance with established District procedures.

Reference: Board Policy 3631

## **Employee Dress and Grooming**

The School Board believes that all employees of the District represent the District and set an example in their dress and grooming. Therefore, professional and support staff are expected at all times during scheduled working hours to wear attire that defines a professional atmosphere to students, parents and the public.

All District employees must comply with the following personal appearance standards at all times during scheduled working hours:

- 1. Employees are expected to dress in a manner that is normally acceptable in a professional environment. Employees should not wear suggestive or revealing attire, spaghetti straps, backless clothing, shirts or tops that reveal an exposed midriff, clothes printed with slogans or inappropriate offensive comments, blue jeans, athletic clothing, shorts, T-shirts, baseball hats, flip-flop sandals and similar attire that do not present a professional appearance.
- 2. Certain employees may be required to wear special attire, depending on the nature of their job.
- 3. At the discretion of the Superintendent and his/her designee, an employee may be allowed to dress in a more casual fashion than normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear or similarly inappropriate clothing.

Employees shall be informed of these personal appearance standards at the time of hiring.

Any employee who does not meet the personal appearance standards outlined above will be required to take corrective action, which may include leaving work to change into appropriate clothing. Violations may also result in disciplinary action.

Reference: Board Policy 4229

## **Alcohol and Drug Free Workplace**

The district recognizes alcohol and other drug abuse as a potential health, safety and security problem, and it is the district's intent and obligation to provide a drug-free, healthful, safe and secure work environment. Therefore, the unlawful manufacture, distribution, dispensation, possession, use of alcohol and/or controlled substances, or consuming intoxicating substances-beverages on District premises or while conducting District business off premises is absolutely prohibited by the District (district business is defined as representing the district in an official capacity). As such, Eemployees are prohibited from reporting to work with alcohol or non-prescription controlled substances in their system, unless they are able to provide documentation that such substances are needed due to their own medical condition and have been approved by the Medical Review Officer (MRO), who is contracted by the district for such services.

Employees must, as a condition of employment, abide by the terms of this policy and notify the district of any criminal drug statute conviction for a violation occurring on district premises or while conducting district business off premises with-in 24 hours of a conviction.

Anyone Employees violating this policy shall be subject to disciplinary action in accordance with this policy, up to and including termination. established procedures.

Employees shall be given a copy of this policy and a copy of this policy will be posted on the district website.

- Employees are expected and required to report to work on time and in an alcohol and other drug
  free condition and to remain that way while at work.
- The District recognizes alcohol and other drug dependency as an illness and a major health problem. Employees needing help in dealing with controlled substances are encouraged to use the district's Employee Assistance Program. Conscientious efforts to seek such help will not

jeopardize an employee's job and self-referrals will not be noted in any personnel record. Supervisory referrals will be noted in the employee's personnel record.

- Violations of the District's alcohol and other drug-free workplace policy will result in disciplinary action up to and including termination, including possible legal consequences.
- 4. Employees must report any conviction under a criminal drug statute for policy violations occurring on or off district premises while conducting district business. A report of a conviction must be made within five days after the conviction to the Office of the Superintendent/designee. The Superintendent or designee shall notify the appropriate federal agency within 10 days after receiving a report of a drug conviction involving an employee engaged in the performance of a federal grant.

Reference: Board Policy and Rule 4221

## **Drug Testing: Reasonable Suspicion**

All employees shall be required to undergo pre-employment drug testing as well as alcohol and drug testing any time the district has reasonable suspicion to believe that the employee has violated Policy 4221.

Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, while on duty, or prior to or while attending any district function on or off district property. The district's determination that reasonable suspicion exists will be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech, smell, conduct and other characteristics of the employee. The employee will be suspended with pay until the results of a drug and/or alcohol test are made available to the district by the testing laboratory or tester.

When reasonable suspicion exists, two district employees who have undergone drug and alcohol signs and symptoms training must concur that reasonable suspicion exists to believe that the employee is in violation of the policy before the employee can be asked to submit to a test. If two symptom trained employees concur, the Office of Human Resources (HR) or its designee will meet with the employee to explain the basis for reasonable suspicion, and contact the drug testing collector to come to the location of the employee under suspicion. The employee under suspicion will be required to remain under observation by either administration staff or someone from HR until the certified tester arrives and tests the suspected employee.

Prior to submitting to a drug and/or alcohol test, the employee will be asked if they are under the influence of either drugs and/or alcohol. If the employee admits that they are under the influence of either drugs and/or alcohol, they will not be tested and will immediately be removed from their assignment and placed on an unpaid leave of absence. In the District's sole discretion, in lieu of termination from employment, upon such a disclosure, and on an unpaid leave of absence the employee will be required to enroll themselves into a treatment program at the district's choosing or of their own choosing. Enrollment must be done within five business days of the start of the unpaid leave of absence. Documentation must be provided to HR that the employee is enrolled in a treatment program. Upon successful completion of the program as notified by the program to the district, the employee may return to duty with the understanding that if a similar violation occurs again, that action may lead to additional discipline up to and including termination.

Before being asked to submit to an alcohol and/or drug test, the employee will receive written notice of the request and/or requirements from the certified tester and will sign a consent form releasing the results to the district. The district will incur all expenses related to the test.

Employees can refuse to undergo testing; however, refusal will be considered a violation of this policy and will be considered a positive test which will result in disciplinary action, up to and including termination.

When reasonable suspicion exists, the employee will not operate a motor vehicle for the remainder of the workday or until such time as permitted by the district, and the employee will be responsible for arranging transportation off District property. If an employee attempts to operate their own vehicle, district staff will notify the Kenosha Police Department (KPD) that they have reason to believe the employee is operating a vehicle under the influence.

If the district receives notice that the employee's drug test results were confirmed positive, the employee will be given the opportunity to explain the positive result to the Medical Review Officer (MRO). In addition, the employee may request a split test and have the sample retested at a laboratory of the employee's choice and at their own expense pending the sample being available from the original testing site.

All testing results will remain confidential. Test results may be used in administrative hearings and court cases arising as a result of the employee's alcohol and drug testing. Results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to the employee's counselor.

In addition, employees must report any conviction under criminal drug statute for policy violations occurring on or off district premises while conducting district business within 24-hours of a conviction to the Office of Human Resources. The Superintendent or their designee shall notify the appropriate federal agency within 10 days after receiving a report of a drug and/or alcohol conviction involving an employee engaged in the performance of a federal grant.

The district recognizes alcohol and drug dependency as an illness and a major health problem. Employees needing help in dealing with controlled substances are encouraged to use the district's Employee Assistance Program (EAP). Conscientious efforts to seek such help will not jeopardize an employee's job, and self-referrals will not be noted in any personnel record. Supervisory referrals will be noted in the employee's personnel record.

Reference: Board Policy 4221 and Rule 4221

## **Tobacco and/or Vaping Device Use on District Premises**

Smoking and the use of tobacco products and/or vaping devices in any form, including those with or without nicotine, is strictly prohibited for all persons on district premises. "Premises" is defined as all property owned by, rented by or under the control of the district, including grounds, schools, offices, work areas, school buses and other school vehicles.

Reference: Board Policy 1310

## **Employee Right to Know: Toxic Substances and Infectious Agents**

The District shall strictly carry out state law provisions relating to the rights of employees to obtain information on toxic substances and infectious agents present in the workplace.

In addition to providing such information upon request of an employee or an employee's representative, the Superintendent of Schools and designees shall provide information concerning toxic substances and infectious agents and provide education and training programs to those employees who may routinely be exposed to toxic substances and infectious agents while at work.

Reference: Board Policy 4235

## **Employee Training and Professional Learning**

The District values professional learning as a means for staff to acquire new knowledge and skills. As a condition of employment, employees may be required to participate in mandatory training or professional learning.

It is understood that career development and job skills acquisition are the joint responsibility of the employee, the supervisor and the employing department. Supervisors are expected to consult annually with employees to develop an appropriate professional development plan.

Participation by employees in development opportunities should be scheduled so that disruptions to the delivery of service and normal work processes are minimized.

Supervisors and employees are responsible for ensuring that any requirements specific to a particular position are met.

## **Mandatory Training**

Employees must complete all mandatory training requirements by the designated due dates established by the Office of Human Resources. Employees will receive an email from the Office of Human Resources with their individualized training requirements and the dates those trainings need to be completed. If an employee does not complete their required training by the required due date, the Office of Human Resources will reach out to the employee's supervisor to arrange an extension. If the employee fails to complete the training as required after an extension has been granted, the Office of Human Resources may implement disciplinary action up to and including termination.

Examples of mandatory training are, but not limited to:

- Bloodborne Pathogens-EMC Version
- Bloodborne Pathogens Additional Information
- KUSD ALICE Refresher Training
- KUSD Employee Handbook
- WI(DPI)-Mandatory Reporting of Child Abuse & Neglect
- WI(DPI)-Mandatory Reporting of Threats of School Violence

## **SECTION 6: EMPLOYMENT SEPARATION**

### **Termination of Employment by the District**

An employee may be non-renewed or terminated for any reason supported by just cause. An employee will be given due process as required by law.

Reference: Wisconsin Statutes Sections 118.22 – 66.0509

#### **Reduction in Force**

When deemed necessary or appropriate, employees will be selected for reduction based on the needs and best interest of the District. Employees have no recall rights. In the event that positions are restored, employees may be rehired based on the needs and best interest of the District.

## **Employee Resignation/Retirement**

Employee resignations/retirements shall be made in writing to the Superintendent of Schools and shall be in accordance with applicable individual contracts. Resignations shall contain a specified effective date and should include a reason for termination.

Resignations shall be approved by the Board of Education during school board meetings.

Employee's resignation/retirement date must reflect the last contracted workday. Employees cannot use vacation and/or sick days to extend their resignation date.

Instructional staff mid-year resignations/retirements shall be made in writing to the Superintendent no later than the end of the first semester, and no later than June 15 for end of the year resignations/retirements.

If a former employee is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefit plan participation purposes. This means that all prior vacation, sick bank and accrual provisions will be set to zero and the rehired employee will need to earn them in accordance with the applicable accrual charts based on zero years of service.

Retirement eligible employees are encouraged to meet with a Human Resources representative to discuss retirement benefit options.

Reference: Board Policy 4361

## **Teacher** Resignation Forfeiture for Certified Instructional Staff

Teachers under contract are required to provide, in writing, their desire to resign by June 15. Teachers who resign after June 15 and prior to the first teacher workday will pay a penalty of \$1000. Teachers who resign after the first teacher workday will pay a penalty of \$2500. Consideration may be given for extenuating circumstances.

All certified staff, who after having signed a contract of employment or having their contract of employment extended for the coming school year, leave their employment with the District for any reason except the employee's documented health related reasons (career ending), or documented health care related reasons where the employee is the primary caregiver shall be required to reimburse the Board in accordance with the following liquidated damages:

- a. If an employee provides written notice of their resignation/retirement, to be effective for the upcoming school year, before June 15, of the current school year no liquidated damages will be assessed.
- b. If an employee provides written notice of their resignation/retirement between June 16 of the current school year and the first day of the upcoming school year, \$1,000 in liquidated damages will be assessed.
- c. If an employee resigns/retires once the school year has started, \$2500 in liquidated damages will be assessed against that employee.

If monies are due to a teacher from the Board as of the last day worked, the liquidated damages amount may be deducted from any remaining paychecks as a payroll deduction(s).

The Office of Human Resources, in the sole exercise of its discretion, may waive the right to pursue collection of liquidated damages from an employee.

## **Medical Leave Separation**

Employees who are unable to return to work following 12 months of medical leave as outlined herein shall retire, resign or will be involuntarily separated from the District. Resignations and retirements shall align with Policy 4361. Individuals who do not resign or retire in accordance with Policy 4361 will be involuntarily separated from the District upon the expiration of their approved medical leave.

#### **Job Abandonment**

If an employee fails to report as scheduled, or to contact their supervisor to report an absence, for a minimum of three consecutive working days, the District shall consider the employee's position abandoned and may treat the employee as having voluntarily resigned their position. If the District decides to treat the position abandonment as a voluntary resignation, the District shall notify the employee in writing that the employee is being treated as having voluntarily resigned as of the end of the last day worked.

#### Reference:

Wisconsin Statute Section 230.34 Board Policy 4280

# SECTION 7: EMPLOYEE CONDUCT, CODE OF ETHICS AND DISCIPLINARY ACTION

#### **General Rules of Conduct**

Rules of conduct for employees are not for the purpose of restricting the rights and activities of employees but are intended to help employees by defining and protecting the rights and safety of all persons: employees, students and visitors.

General rules of conduct are essential to the safety and well-being of all employees. Employees are expected to acquaint themselves on additional departmental rules of conduct and regulations and all Board policies found on the District website.

Honesty is a core value in the district. Employee will not create any intentional inaccuracies verbally or on official district documents such as time sheets, job applications, student records, report cards, etc. Theft of time and/or improper modification of work records will be investigated and will result in disciplinary action up to an including recommendation for termination.

Disciplinary action or termination, depending on the severity of violation, will be recommended for violation of any of, but not limited to, the following listed rules:

- 1. Falsification or unauthorized altering of any and all records, employment application, time sheets, time cards, student cards, FMLA, etc.
- 2. Tardiness or absenteeism.
- 3. Failure to report absences from scheduled work shift in accordance with policy.
- 4. Unauthorized disclosure of information contained in communications and in personnel, student or other records of the District.
- 5. Use and/or possession of intoxicating beverages on District property or while supervising students.
- 6. Use and/or possession of narcotics or non-prescribed drugs.
- 7. Fighting, horseplay, or use of profane, obscene or abusive language toward any manager, employee or student.
- 8. Threatening, intimidating or coercing others on District premises.
- 9. Carrying unauthorized weapons.
- 10. Insubordinate conduct toward a supervisor.
- 11. Refusing to comply with District policies and procedures and/or carry out the instructions of a supervisor.
- 12. Sleeping while on duty.
- 13. Creating unsafe or unsanitary conditions.
- 14. Leaving the job without permission during regularly assigned working hours.
- 15. Theft or unauthorized use of District equipment or possessions.

- 16. Loss, damage, destruction or unauthorized removal or use of property belonging to the District, employees or students.
- 17. Negligence in observing fire prevention or safety regulations, or failure to report on-the-job injuries or unsafe conditions.
- 18. Unwillingness or inability to work in harmony with others, discourtesy or conduct creating discord.
- 19. Engaging in acts of sabotage; willfully or with gross negligence causing destruction or damage of District property, or the property of fellow employees, students or visitors, in any manner.
- 20. Violating a confidentiality agreement; giving confidential information to others; breach of confidentiality of student or personnel information.
- 21. Any act of harassment, sexual, racial or other towards anyone; telling sexist or racial-type jokes, making racial or ethnic slurs.
- 22. Soliciting during working hours and/or in working areas; selling merchandise or collection of any kind for charities or other organizations without authorization during business hours or at a time or place that interferes with the work of another employee on District premises.
- 23. Gambling during work hours.
- 24. Touching students or coworkers in any manner that could be interpreted as unwelcome, unwanted, or uncomfortable.
- 25. Providing false statements to your supervisor or during an investigation.

## **Student Relations** Staff-Student Relationships and Professional Boundaries

All District employees will recognize and respect the rights of students, as established by local, state and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Employees must conduct themselves in ways that do not distract from or disrupt the educational mission and services provided by the District. Employees shall maintain appropriate employee-student relationships and boundaries based on a reasonably prudent educator standard. All district personnel will refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation which includes texting or message exchanges via web applications. Employee will not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace. The District's expectation is that a staff member's interactions with students will be grounded in the staff member's District-authorized role and remain consistent with the scope of the staff member's assigned duties and responsibilities. The District recognizes that the vast majority of staff members maintain appropriate relationships and boundaries in their own interactions with students. However, one purpose for identifying rules, guidelines, and standards in written policy is to assist such staff in identifying potentially inappropriate conduct by others that should be reported for further investigation or supervisory follow-up.

It is not practical to establish an exhaustive list of rules that expressly define appropriate and inappropriate conduct in all situations. Staff-student relationships may become inappropriate depending on, for example, the frequency, timing, or location of any meetings, activities, or

communications between the staff member and a student, and/or due to the specific nature, purpose, or subject matter of any meetings, activities, communications, or other conduct. The consent or purported consent of the student and/or their parent or guardian does not alone determine whether a staff member has maintained appropriate boundaries.

If no law, rule, or directive supplies a rule of conduct in a particular situation, District staff are expected to exercise sound and context-sensitive judgment and, as needed, seek input and guidance from a supervisor. The following are examples of conduct that constitute an inappropriate staff-student relationship and/or a failure to maintain appropriate staff-student boundaries:

- 1. No staff member may engage in a relationship, interaction, or communication with a student that is sexual or romantic in nature. This includes, but is not limited to: dating, making sexual or romantic advances toward a student, accepting or encouraging any sexual or romantic advance initiated by a student, having sexual contact with a student, or communicating with a student using sexual innuendo or in a sexually-explicit or sexually-suggestive manner.
- 2. No staff member may engage in grooming behaviors with any student. In this context, grooming is defined as any conduct or communication that fosters, exploits, or is intended to gauge a student's vulnerability or willingness to engage in inappropriate behavior. Grooming may involve a course of repeated or escalating conduct that normalizes inappropriate conduct from a student's perspective or otherwise desensitizes a student to inappropriate behaviors.

Grooming often involves but is not limited exclusively to sexual contexts. Examples of conduct that can constitute grooming include:

- a. Singling out a student for inordinate and inappropriate special attention, which may include exchanging special gifts, arranging to meet or communicate at inappropriate times or locations or without a sufficient school-related purpose, or making sexually-suggestive or otherwise inappropriate comments about the student's body or appearance.
- b. Engaging in expressly or implicitly sexualized communication, including exchanging information about a student's or an adult's sexual experiences or communicating other sexual content or sexual subject matter.
- c. Stating or agreeing that any inappropriate conduct or communications between the staff member and a student will be secrets or confidences that should not be shared or disclosed to others.
- d. Using threats, bribery, fear, intimidation, harassment, embarrassment, or guilt to encourage secrecy in the relationship or to facilitate the start or continuation of inappropriate conduct or an inappropriate relationship.
- 3. No staff member may engage in any activity, conduct, or communication that constitutes, encourages, or invites either unlawful conduct or conduct that would unreasonably endanger the safety or well-being of any person.

The following expectations are necessarily context-sensitive and require staff members to reasonably exercise judgment and discretion in particular circumstances in order to maintain appropriate boundaries with students:

- 1. Staff shall not engage with students in inappropriately peer-like social relationships via activities or communications that reasonably may compromise the staff member's ability to perform their District role, including their ability to serve as an effective and objective adult authority figure.
- 2. Staff shall not foster, encourage, or maintain relationships with students in which there is an inappropriate level of communicative, interpersonal, or emotional intimacy that reasonably may compromise the staff member's ability to perform their District role, including their ability to serve as an effective and objective adult authority figure, even though there may be no sexual or romantic aspect to the relationship.
- 3. Staff shall appropriately limit their physical contact with students. For example, staff are expected to avoid physical contact with students that, taken in context, a reasonable person would be likely to perceive as suggestive of romantic/sexual interest or involvement, or as inappropriately familiar or intimate.

If a staff member identifies a situation that could potentially be perceived as a failure to maintain appropriate boundaries with one or more students, but believes that the activity, communication, or conduct would, in fact, be appropriate under the specific circumstances, the appropriate course of action is for the staff member to obtain advance permission from a supervising administrator and, when practical, advance parental consent.

If a District staff member is approached by a student with or otherwise learns of a possible student problem or concern that is outside of the District staff member's scope of responsibility, the staff member is expected to refer the matter to or connect the student with the appropriate District resource(s). If the staff member is uncertain which District resource(s) would be appropriate in the situation, the staff member should contact the Chief of School Leadership or Chief of Human Resources, who serve as the Title IX Coordinators for the District.

Reference: Board Policy 4227

#### **Employee Code of Ethics**

Employees shall give their support to the education of Kenosha youth and shall faithfully discharge their professional duties to the District in accordance with the official job description pertaining to their individual assignments.

Channels of communication shall be in accordance with the policies, procedures, rules and regulations of the District.

Employees shall use confidential and privileged information appropriately and with respect for the rights of individuals. Confidential and/or privileged information shall not be used for personal gain or to the detriment of the District.

Employees who choose to engage in any remunerative activity other than that of their position shall avoid any activity that interferes with the execution of the responsibilities of their District position.

Employees shall not solicit or receive anything of value that involves an expressed or implied advantage or influence on any District judgment or decision.

Any complaint about the ethical behavior of an employee or a request for an investigation into the conduct of any employee shall be presented to the superintendent of schools and shall bear the signature of the person making the request.

Employees found in violation of this code may be subject to suitable corrective or disciplinary action.

Reference: Board Policy 4224

## **Employee Discipline**

Employees shall abide by District policies and procedures, applicable rules and regulations, local, state and federal laws and regulations, and the expectations set forth in employee position specifications.

It is the responsibility of the District's administrators and supervisors to discipline employees for violations of District policies and procedures, applicable rules and regulations and the expectation set forth in the position specifications.

Discipline will follow the procedures outlined in the Progressive Discipline/Termination Procedures when appropriate and will not be imposed without just cause. Discipline may be imposed by oral reprimand, written reprimand, suspension with or without pay or discharge. Dismissal of any personnel shall be in accordance with established procedures and state law. Other forms of discipline may be imposed when appropriate. The concept of progressive discipline will be utilized, if appropriate. Steps in the progressive discipline progress may be skipped when warranted by the nature of the infraction. Discipline should be imposed only after a thorough investigation sufficient to determine the facts.

Employees who have been disciplined have access to the general employee complaint procedure in Policy 4270 – General Employee Complaints.

Reference:

Board Policy and Rule 4362 Board Policy 4270

## **Progressive Discipline/Termination Procedures**

The District may adhere to the following progressive discipline/termination procedures. If problems with performance cannot be resolved informally, there is a four-step disciplinary process that may be followed. There may be circumstances when one or more steps are bypassed. Certain types of conduct are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The District reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

Note: In certain situations, administrative approval may be obtained to place an employee (instructional staff) on administrative leave with pay until a decision is made concerning the appropriate response and/or corrective action

#### STEP 1 - VERBAL REMINDER

The verbal reminder is a conversation between the supervisor and employee. During this meeting, the problem is identified along with performance expectations. At this time, the employee is asked to make a commitment to resolve the problem. A memo summarizing the discussion will be placed in the employee's personnel file and a copy will be given to the employee.

#### STEP 2 - WRITTEN REMINDER

If the employee fails to meet the commitment given in the verbal reminder meeting, the supervisor and employee meet again to discuss why the performance objective has not been met. After the meeting, the supervisor summarizes the conversation in a written memo. A copy is given to the employee and a copy is placed in the employee's file.

#### STEP 3 - DISCIPLINARY ACTION

If the employee has failed to correct the performance deficiency, the supervisor should contact the Office of Human Resources for a discussion with the employee. After the conversation, disciplinary action may be imposed, up to and including suspension, at the discretion of the Superintendent per the recommendation of the Office of Human Resources.

#### STEP 4 - INVOLUNTARY SEPARATION (TERMINATION OF EMPLOYMENT)

If the employee does not meet their performance expectation they may be subject to separation. The supervisor will work with the Office of Human Resources to discuss possible separation. Involuntary separation requires review by the Superintendent. After separation, the employee is entitled to due process as defined in the employee complaint/grievance procedure.

The Office of Human Resources will consult with the supervisor regarding the appropriate procedures and documents to be used in the process.

## **Employee Complaint (Grievance) Procedure**

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues. **Grievance rights apply to FTE employees only.** 

#### 1. **DEFINITIONS**

- a. **Days** as used in this policy is defined as any day that the district is open.
- b. **Employee Termination** as used in this policy section shall not include the following:
  - Layoffs;
  - Workforce reduction activities;
  - Voluntary termination including, without limitation, quitting or resignation;
  - Job abandonment;
  - End of employment due to disability, lack of qualification or licensure or other inability to perform duties;
  - Retirement; or
  - Any other cessation of employment not involving involuntary termination.
- c. **Employee discipline** as used in this policy shall include any employment action that results in disciplinary action, which typically involves any of the following four steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.

Employee discipline as used in this policy shall not include the following:

- Plans of correction or performance improvement;
- Performance evaluation or reviews;

- Documentation of employee acts and/or omissions in an employment file;
- Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
- Non-disciplinary wage, benefit or salary adjustments;
- Other non-material employment actions;
- Counseling meetings or discussions or other pre-disciplinary action; or
- Demotion for reasons other than discipline, transfer or change in assignment
- d. Workplace safety as used in this section means any alleged violation of any standard established under the state law or rule or federal law or regulation relating to workplace safety.

#### 2. TIME LIMITS

Failure of the employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied. The employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Office of Human Resources may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

#### 3. **PROCEDURE**

- a. Informal grievance resolution: The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.
- b. **Formal grievance submission:** The employee must file a written grievance with the Superintendent (or designee) within 10 days of termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain the following:
  - Name of grievant;
  - A statement of the pertinent facts surrounding the nature of the grievance;
  - The date the alleged incident occurred;
  - The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
  - The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
  - The specific requested remedy.
- c. **Administrative response:** The Office of Human Resources (or designee) will meet with the grievant within 10 days of receipt of the written grievance. The administration will provide a

written response within 10 days of the meeting. The administration's written response to the grievance must contain the following:

- A statement of the date the meeting between the administration and grievant was held;
- A decision as to whether the grievance is sustained or denied; and
- In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- d. **Impartial hearing:** The grievant may file an appeal to the Impartial Hearing Officer (IHO) by giving written notice to the Superintendent within five days of the issuance of the Administrative Response. Depending on the issues involved the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the District in a different applicable policy. The administration will work with the IHO and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

The administration shall select the IHO. The IHO shall not be an employee of the District. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator or other qualified individual. The cost of the IHO will be the responsibility of the District.

**Standard of review**: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The rules of evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the administration was supported by just cause. If the decision was supported by just cause, then the IHO is required to find on behalf of the administration.

**IHO Response**: The IHO shall file a written response within 30 days of the hearing date or the date of the submission of written documents.

The IHO's written response to the grievance must contain the following:

- A statement of the pertinent facts surrounding the nature of the grievance.
- A decision as to whether the grievance is sustained or denied, with the rational for the decision.
- A statement outlining the timeline to appeal the decision to the School Board.
- The IHO must sustain or deny the decision of the administration. The IHO has no authority to modify the administration's decision and may not grant in whole or in part the specific request of the grievant.
- e. **Review by the School Board:** The non-prevailing party may file a written request for review of the IHO's decision by the School Board within 10 days of receipt of the IHO Response.

The School Board shall not take additional testimony or evidence; it may only decide whether the IHO reached decision supported by just cause based on the information presented to the IHO. The School Board will record and make a decision. A written decision will be made within 30 days of the filing of the appeal.

The School Board's written decision regarding the grievance must contain the following:

- A decision as to whether the grievance is sustained, denied or modified.
- The School Board shall decide the matter by a majority vote and the decision of the School Board is final and binding and is not subject to further review.

#### f. General requirements:

- Grievance meetings/hearings held during the employee's off-duty hours and will not be compensated.
- Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

Reference: Board Policy 4271

#### **Staff Gifts**

Collection of funds from students and/or their parents through organized solicitation on school property for the purpose of purchasing gifts for teachers or other District employees is prohibited during school hours. Parent or student groups collecting any such funds should do so outside of school hours.

Use of class time for the presentation of gifts to school personnel shall be discouraged.

Reference: Board Policy 4240

## **Staff Misconduct Reporting**

Any employee who has engaged in specific misconduct shall be reported to the State Superintendent of Public Instruction. The District's Superintendent of Schools or designee shall make such reports in accordance with state law and established procedures. If a report concerns the Superintendent, the Board President shall file the report.

Reference: Board Policy 4223

## **Leadership Called Meetings**

Employees are expected to attend all established staff meetings and professional learning opportunities as it relates to District/school mission and goals, unless otherwise notified by a supervisor.

#### **Teacher Planning and Collaboration Time**

The teacher planning and collaboration will be valued and respected as an important component of the instructional process.

#### **Violence in the Workplace**

The District is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the district has adopted the following guidelines to deal with intimidation, harassment or other threats of (or actual) violence that may occur during business hours or on District premises.

All employees are to be treated with courtesy and respect at all times. Employees are prohibited from fighting, "horseplay," spreading rumors or other conduct that may be dangerous to others. Except to the extent allowed by law, firearms, weapons and other dangerous or hazardous devices or substances are prohibited from the premises.

Conduct that threatens, intimidates, or coerces another employee, a student or a member of the public at any time, including off-duty periods, will not be tolerated. All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by students, vendors, solicitors or other members of the public. When reporting a threat of violence, the employee should be specific and detailed as possible.

All suspicious individuals or activities must also be reported as soon as possible to a supervisor. No employees should place themselves in peril.

The District will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and integrity of its investigation, the District may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment. The District encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. The District is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

Reference: Board Policy 4112

## **Employee Information Boards**

The District maintains bulletin boards for the purpose of posting official District communications. No employee or non-employee may post anything on the official District bulletin boards. No posting may be removed, rearranged, altered, or otherwise obscured except with the express permission of the Office of Human Resources.

#### Anti-Graffiti

Unauthorized graffiti on District property and equipment degrades the work environment for all employees and students, is costly to remove, and exposes the District to potential liability. Additionally, the unauthorized creation of graffiti may be a criminal offense.

For the purpose of this document, "graffiti" means any inscription, word, figure, drawing or design which is marked, scratched, etched, drawn or painted with any substance, including, but not limited to, paint, ink, chalk or lead on any District property or the property of any other person or entity located on District premises.

No employee shall create graffiti on, or otherwise deface, any District property or equipment, or the property or equipment of any other person or entity located on District premises, without the District's authorization.

Any employee found to be in violation may be subject to discipline up to, and including, termination.

Any employee who creates graffiti which is of a sexual or pornographic nature, or which references a person's or group of persons' protected status, such as sex, color, race ancestry, religion, national origin, age, physical or mental handicap, medical condition, disability, marital status, veteran status, citizenship

status, sexual orientation, arrest record, conviction record or other protected group status, shall be subject to discipline of no less than a three-day suspension up to discharge.

Employees in violation of this document may also be subject to prosecution under applicable criminal laws. Any employee who observes, or has knowledge of, anyone violating this policy shall immediately report such information to the Office of Human Resources or their supervisor or shall be subject to discipline.

Any employee who observes graffiti on District property shall immediately report such graffiti to the Office of Human Resources or their supervisor so that the graffiti can be promptly removed.

#### **Searches**

Consistent with applicable law, searches may be conducted at any time either with or without notice. The District may inspect both District property and employee property, including but not limited to desks, computers, lockers, file cabinets, storage cabinets, or drawers and closets. District employees should not have any expectations of privacy in these areas. Additionally, consistent with applicable law, employee clothing, purses, brief cases, tote bags, lunch bags or buckets, backpacks, duffel bags, tool boxes and employee vehicles parked on District property may be inspected.

#### EMPLOYEE ACKNOWLEDGEMENT

Employees must acknowledge receipt and review of the Kenosha Unified School District Employee Handbook. The handbook is accessible via the District's intranet. The intranet is accessible on the District website under the staff button.

My signature below indicates I agree to read the Employee Handbook and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the Board Policies. The Employee Handbook and Board Policies can be found online via the District's website and intranet. The information in this Handbook is subject to change. I understand the changes in the District policies may supersede, modify or eliminate the information summarized in this handbook. As the District provides updated policy information, I accept responsibility for meeting and abiding by the changes.

I understand that the Handbook does not constitute an employment contract or alter my status as an at-will employee. This is only applicable to the employees who do not possess an individual contract. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform the Office of Human Resources and my supervisor of any changes in my personal information, such as phone number, address, etc. These personal data changes may be updated using Employee Online.

I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form acknowledges that I agree that I am legally responsible for any fines or fees charged to the District incurred by me (an example may be traffic citation, e.g. parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflict with any provision of the Handbook, the contract shall govern with respect to that issue.

Printed name	Signature	
Date		

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## National Hispanic Heritage Month 2024

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

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

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

**WHEREAS**, Kenosha Unified takes great pride in its diverse student population, with Hispanic students playing a vital role and representing nearly 31.0% of the total student population (per the 2022-23 Third Friday report); and

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

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

President, Board of Education		Superintendent of Schools
	Secretary, Board of Education	_
	Members of the Board:	
	-	
	Resolution 428 August 27, 2024	



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

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

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

*CONSIDERANDO*, que el Distrito Escolar Unificado de Kenosha se enorgullece de su diversa población estudiantil, con los estudiantes hispanos desempeñando un papel vital y representando casi el 31.0% de la población estudiantil total (según el informe del tercer viernes de 2022-23); y

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

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

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

Presidente, Junta de Educación		Superintendente de Escuelas
	Secretario, Junta de Educación	
	Miembros de la Junta:	
	-	

Resolución 428 27 de agosto de 2024 enorgullécete



## In recognition of National Suicide Prevention Awareness Month 2024

**WHEREAS**, the week of September 10-16, 2023, is National Suicide Prevention Week, and September is National Suicide Prevention Month, which is intended to help raise awareness that prevention is possible; treatment is effective; and people do recover; and

*WHEREAS*, according to the Centers for Disease Control and Prevention, suicide is the 2<sup>nd</sup> leading cause of death among people ages 10–34 and increased 4% between 2020 and 2021; and

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

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

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

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

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

President, Board of Education		Superintendent of Schools
	Secretary, Board of Education	_
	Members of the Board:	
	_	
	Resolution 429 August 27, 2024	

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## KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 27, 2024

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

(September-October)

## **September**

- 9/2 Labor Day, District Closed
- 9/3 First day of school, students report
- 9/24 Regular school board meeting

#### **October**

- 9/10 Standing committee meetings
- 9/24 Regular school board meeting

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