

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

January 28, 2025 at 7 p.m.

John J. Hosmanek Educational Support Center

Board Meeting Room 3600 52nd St., Kenosha WI, 53144

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Regular School Board Meeting January 28, 2025 John J. Hosmanek Educational Support Center 3600 52nd St. Kenosha, WI 53144 7:00 PM

I. Pledge of Allegiance	
II. Roll Call of Members	
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Kenosha Unified School District Kenosha, WI January 28, 2025

The Office of Human Resources recommends the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE
Appointment	Bain	Jennifer	Brass Community School	Classroom	ESP	12/17/2024	1
Appointment	Bethel	Delaney	Southport Elementary School	Cross Categorical	Instructional	01/27/2025	1
Appointment	Boseman-Foltz	Ann	Curtis Strange Elementary School	Reading Intervention Specialist	Instructional	12/10/2024	0.225
Appointment	Chatman	Chanette	Student Support	Guidance	Instructional	01/06/2025	1
Appointment	DelFrate	Veronika	Prairie Lane Elementary School	Special Education	ESP	12/05/2024	1
Appointment	Dorey	Marie	Curtis Strange Elementary School	Reading Intervention Specialist	Instructional	12/12/2024	0.225
Appointment	Douglas	Theresa	Brass Community School	Classroom	ESP	12/17/2024	1
Appointment	Engstrom	Kelsey	Nash Elementary School	Special Education	ESP	12/09/2024	1
Appointment	Forster	Randal	Kenosha School of Language	Night Custodian Second Shift	Facilities	01/09/2024	1
Appointment	Guerra	Melanie	Food Service	Food Service Worker	Facilities	12/09/2024	1
Appointment	Harris	Zacarrea	Washington Middle School	English	Instructional	01/22/2025	1
Appointment	Harshburger	Stephanie	Somers Elementary School	Special Education	Instructional	01/08/2025	1
Appointment	Kueny	Marie	Frank Elementary School	Guidance	Instructional	12/05/2024	1
Appointment	Landre	Benjamin	Curtis Strange Elementary School	Night Custodian Second Shift	Facilities	01/09/2025	1
Appointment	Lewis	Kimberly	Bradford High School	Clerical	ESP	01/09/2025	1
Appointment	Marrone	Meta	Bullen Middle School	Special Education	ESP	01/07/2025	1
Appointment	Peratt	Katie	Brass Community School	Cross Categorical	Instructional	12/09/2024	1
Appointment	Ruhland	Sarah	Bradford High School	Math	Instructional	12/09/2024	1
Appointment	Sanchez	Raymond	Information Services	Technology Support Technician	AST	12/17/2024	1
Appointment	Wallace	Lisa	Lance Middle School	Special Education	ESP	12/16/2024	1
Appointment	Weller	Elsa	Southport Elementary School	Classroom	ESP	01/09/2025	1
Appointment	Wise-Anderson	Kelly	School Leadership	Administrative Specialist (12 MO)	ASP	12/16/2024	1
Resignation	Baas	Noah	Grewenow Elementary School	Head Custodian	Facilities	01/06/2025	1
Resignation	Becker	Faith	Indian Trail HS & Academy	Math	Instructional	06/13/2025	1
Resignation	Blow	Junior	Curtis Strange Elementary School	Night Custodian Second Shift	Facilities	12/10/2024	1
Resignation	Bucher	Audrey	Tremper High School	Security	ESP	12/06/2024	1
Resignation	Capponi	Elizabeth	Nash Elementary School	4K Program	Instructional	01/31/2025	1
Resignation	Cetnarowski	Cheri	Mahone Middle School	Science	Instructional	11/26/2024	1
Resignation	Chung	Chynna	Washington Middle School	Choir	Instructional	12/19/2024	1
Resignation	Daniel-Smith	Zhavar	Pleasant Prairie Elementary	Night Custodian Second Shift	Facilities	01/17/2025	1
Resignation	Dinkel	Jennifer	Bullen Middle School	Math	Instructional	01/31/2025	1
Resignation	Hagoriles	Brenna	Brass Community School	Special Education	Instructional	01/24/2025	1
Resignation	Larez	Korinne	Career and Technical Education	Administrative Specialist (12 MO)	ASP	01/21/2025	1
Resignation	Larson	Thomas	Lance Middle School	Science	Instructional	03/07/2025	1

Kenosha Unified School District Kenosha, WI January 28, 2025

The Office of Human Resources recommends the following actions:

Resignation	Lochowitz	Shirley	Somers Elementary School	Special Education	ESP	01/24/2025	1
Resignation	Westover	Jennifer	Indian Trail HS & Academy	Family and Consumer Ed	Instructional	01/24/2025	1
Resignation	Zelada	Victor	Indian Trail HS & Academy	Security	ESP	12/20/2024	1
Retirement	Brooks	Karen	Special Education	Program Analyst	AST	06/30/2025	1
Retirement	Francis	Jill	Brass Community School	ESL Other Language	Instructional	06/13/2025	1
Retirement	Kotz	Maria	Reuther Central High School	Principal	AST	06/30/2025	1
Retirement	Neu	Robert	Title I	Director of Title Programs	AST	06/30/2025	1
Retirement	Scarmardo	Kathleen	Brass Community School	Art	Instructional	01/24/2025	1
Retirement	Slawson	Christine	Nash Elementary School	Special Education	Instructional	06/13/2025	1
Retirement	Wiegele	Barbara	Library Media and Instructional Technology	Instructional Technician	AST	05/02/2025	1

SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD DECEMBER 10, 2024

A special meeting of the Kenosha Unified School Board was held on Tuesday, December 10, 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 6:30 p.m. with the following members present: Mrs. Schmaling, Ms. Adams, Mr. Price, Mr. Tierney, Mrs. Landry, Ms. Stevens and Mrs. Modder. Dr. Weiss and Mr. Hamdan were also present.

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.

Mrs. Modder announced that an executive session was scheduled to follow this special meeting for the purposes of discussing Litigation and Property: Sale, Purchase, and/or Lease/Rental.

Mr. Price moved that the executive session be held. Second by Ms. Stevens. Motion carried unanimously. Moved into closed session at 6:31 p.m.

1. Litigation

Dr. Weiss and Mr. Hamdan updated board members on a litigation matter.

2. Property: Sale, Purchase and/or Lease/Rental

Dr. Weiss and Mr. Hamdan updated board members on pending district property matters.

Mrs. Landry moved to adjourn the meeting. Second by Ms. Stevens. Motion carried unanimously.

Meeting adjourned at 6:56 p.m.

Stacy Schroeder Executive Assistant

REGULAR MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD DECEMBER 10, 2024

A regular meeting of the Kenosha Unified School Board was held on Tuesday, December 10, 2024, at 7:00 p.m. in the Board Room at the John J. Hosmanek Educational Support Center. Mrs. Modder, President, presided.

The meeting was called to order at 7:02 p.m. with the following Board members present: Mrs. Schmaling, Ms. Adams, Mr. Price, Mr. Tierney, Mrs. Landry, Ms. Stevens, and Mrs. Modder. Dr. Weiss was also present.

Mrs. Modder, 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.

No Awards or Recognitions.

A Student Ambassador was not present.

Dr. Weiss gave the Superintendent's Report.

Mr. Price gave the Legislative Report.

Views and comments were made by the public.

Mrs. Modder gave remarks by the President.

No Administrative or Supervisory Appointments.

Ms. Adams moved to approve consent agenda items X(A)-(H) and pull consent agenda item X(I). Second by Mr. Price. Motion carried. Mr. Tierney and Mrs. Landry dissenting.

Mr. Tarik Hamdan, Chief Financial Officer; Mrs. Lisa Salo, Accounting Manager, and Ms. Amber Drewieske, Principal CPA at CliftonLarsonAllen LLP, presented the Annual Financial Report submitted by Mr. Hamdan, Mrs. Salo, and Dr. Weiss.

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

Mr. Kristopher Keckler, Chief Information Officer, presented Policy 5200 – School Admissions and Discontinuance of Policy 5250 – Emancipated Minors submitted by himself, Mr. William Haithcock, Chief of School Leaders; Mrs. Wendy Tindall, Chief Academic Officer: and Dr. Weiss.

Ms. Adams moved to approve administration's recommendation for approval of the revisions to Policy 5200 – School Admissions as a first reading and discontinuation of Policy 5250 – Emancipated Minors. Ms. Stevens seconded the motion. Unanimously approved.

Mrs. Tindall and Ms. Stacy Guckenberger, Director of Special Education and Student Support, presented Policy 5475 – Students with Disabilities submitted themselves and Dr. Weiss. Mrs. Landry moved to approve administration's recommendation for approval of revised Policy 5475 – Students with Disabilities as a first reading. Mr. Price seconded the motion. Unanimously approve.

Mrs. Tindall and Ms. Guckenberger presented Policy 5570 – Crisis Management/Suicide Preventions submitted by themselves, Ms. Laura Stone, Coordinator of School Culture and Safety, and Dr. Weiss.

Ms. Adams move to approve Policy 5570 – Crisis Management/Suicide Prevention with the addition of accountability to the Superintendent in the Assignment of Responsibility paragraph. Ms. Stevens seconded the motion. Unanimously approved.

Mrs. Tindall and Mr. Bryan Mogensen, Coordinator of Athletics and Physical Education, presented Policy 6700 – Extracurricular Activities and Programs submitted by themselves and Dr. Weiss.

Mr. Price moved to approve administration's recommendation for approval of the revisions to Policy 6700 – Extracurricular Activities and Programs as a first reading. Ms. Stevens seconded the motion. Motion carried. Mrs. Schmaling and Mr. Tierney dissenting.

Mrs. Tindall and Mr. Mogensen presented Policy 6770 – Interscholastic Athletics submitted by themselves and Dr. Weiss.

Mr. Price moved to approve administration's recommendation for approve of the revision to Policy 6770 – Interscholastic Athletics as a first reading. Motion carried. Mrs. Schmaling and Mr. Tierney dissenting.

Mrs. Tindall presented the Approval of Reading Plan Lead Position and Job Description submitted by herself, Mrs. Mary Hoover, Coordinator of English Language Arts Elementary, and Dr. Weiss.

Ms. Stevens moved to approve the newly created job position, job description, and the stipends (1-50 plans + training = \$2,000, 51-100 plans + training = \$3,000, 101-150 plans + training = \$4,000, 151-200 plans + training = \$5,000) for the Reading Plan Lead to support schools with implementation, monitoring, and communication of reading plans in accordance with Act 20 requirements. Mr. Price seconded the motion. Motion carried. Mrs. Schmaling and Mr. Tierney dissenting.

Dr. Weiss presented the 2025 WASB Proposed Resolutions.

Ms. Adams moved to approve the 2025 WASB Proposed Resolutions recommendations as presented and to give the board delegate discretionary latitude to vote on amendments or other resolutions. Mrs. Schmaling seconded the motion. Unanimously approved.

Dr. Weiss presented the Date Change for April, November and December 2025 Regular School Board Meetings.

Mrs. Landry moved to approve the recommended date changes for the April, November and December 2025 regular school board meetings. Ms. Stevens seconded the motion. Unanimously approved.

Mr. Hamdan presented the Resolution Declaring Official Intent to Reimburse Expenditure From Proceeds of Borrowing submitted by himself and Dr. Weiss.

Ms. Adams moved to approve the attached resolution prepared by Quarles & Brady in order for the District to reimburse itself for security project costs that occur prior to the potential proceeds of a later borrowing. Mr. Price seconded the motion. Unanimously approved.

Ms. Stevens presented the Resolution in Recognition of National Mentoring Month.

Ms. Stevens moved to approve the Resolution in Recognition of National Mentoring Month. Mrs. Schmaling seconded the motion. Unanimously approved.

Mrs. Modder introduced consent agenda item X(I) - Policy 8712 – School Board Meeting Agenda Preparation and Dissemination submitted by herself and Dr. Weiss.

Mr. Price moved to forward Policy 8712 – School Board Meeting Agenda Preparation and Dissemination to the Personnel/Policy Committee. Ms. Adams seconded the motion. Motion carried. Mrs. Schmaling, Mr. Tierney and Mrs. Landry dissenting.

There were no Donation to the District.

Board members made announcements.

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

Meeting adjourned at 8:55 p.m.

Stacy Schroeder Executive Assistant

A SPECIAL MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JANUARY 16, 2025

A special meeting of the Kenosha Unified School Board was held on Thursday, January 16, 2025, at 5:00 p.m. in the Board Room at the John J. Hosmanek Educational Support Center. The purpose of this meeting was for an the Kenosha School of Technology Enhanced Curriculum (KTEC) Transition From a District Instrumentality Charter School to a district School of Choice, Change of School name to LakeView K-8 Academy, and Consideration of Mutual Termination Agreement and Resolution, Review for the January 28, 2025 Regular Board Meeting, Verbal Updates, and Views and Comments by the Public.

The meeting was called to order at 5:00 p.m. with the following members present: Mr. Tierney, Mrs. Landry, Ms. Stevens and Mrs. Modder. Dr. Weiss, Mr. Haithcock, Mr. Hamdan, Mr. Keckler, Mr. Neir, Mrs. Ruder, and Mrs. Tindall were also present. Mr. Price arrived later. Mrs. Schmaling and Ms. Adams were 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.

Mr. Price arrived at 5:03 p.m.

Dr. Weiss presented the Kenosha School of Technology Enhanced Curriculum (KTEC) Transition From a District Instrumentality Charter School to a District School of Choice and Change of School Name to LakeView K-8 Academy submitted by Mr. William Haithcock, Chief of School Leadership; Mr. Tarik Hamdan, Chief Finance Officer; Mr. Kristopher Keckler, Chief Information Officer; and Dr. Weiss.

Mrs. Landry moved to approve the resolution terminating the Charter School Contract with the Kenosha School of Technology Enhanced Curriculum, Inc. effective January 24, 2025, which provides for the following:

- Removal the charter status for KTEC as an instrumentality charter school and conversion of the school to a district choice school (PK-8);
- Approval to name the new choice school "LakeView K-8 Academy";
- The continuation of the use the existing state numbers regarding school accountability measures; and
- Ensure all currently enrolled KTEC students, who were previously accepted through the approved charter enrollment process, retain their enrollment offering for the new LakeView K-8 Academy choice school.

Said resolution reads as follows:

Be it resolved that the Kenosha Unified School District No. 1 Board of Education hereby terminates the Charter School Contract with Kenosha School of Technology Enhanced Curriculum, Inc. effective January 24, 2025.

WHEREAS, pursuant to Wis. Stat. 118.40(2m), the Kenosha Unified School District No. 1 Board of Education ("Board") entered into a Charter School Contract with the Kenosha School of Technology Enhanced Curriculum, Inc. ("KTEC") for the establishment of an instrumentality charter school;

WHEREAS, Board and KTEC are currently operating pursuant to a Charter School Contract dated July 1, 2023, which extends for a term of five (5) years through June 30, 2028;

WHEREAS, Board learned of concerns regarding the commingling of funds between KTEC and an independent charter school, KTEC High School;

WHEREAS, Board and KTEC desire to mutually terminate the Charter School Contract; and

WHEREAS, Board and KTEC desire to enter into a Mutual Termination Agreement setting forth the terms and conditions pertaining to the mutual termination.

NOW THEREFORE, BE IT RESOLVED, the Board makes the following findings and orders the following:

The Recitals set forth above are true and accurate and are hereby incorporated into this Resolution.

The meeting at which this Resolution is considered complies with the open meetings law under Wis. Stat. § 19.83 and Wis. Stat. § 19.84.

The Board approves the Mutual Termination Agreement terminating the Charter School Contract with KTEC effective January 24, 2025, a copy of which is attached hereto and incorporated herein.

The Board shall remove charter status for KTEC as an instrumentality charter school and convert the school to a KUSD choice school (PK-8th grade).

The Board approves the KUSD choice school to be named "LakeView K-8 Academy."

The Board shall continue to use existing state reporting numbers regarding school accountability measures.

The Board shall ensure all currently enrolled KTEC students, who were previously accepted through the approved charter enrollment process, retain their enrollment offering for the new LakeView K-8 Academy choice school.

The Board grants District Administration the authority to take all other action appropriate and necessary to effectuate the termination of the KTEC Charter School Contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board terminates the Charter School Contract with KTEC effective January 24, 2025, and grants enrollment rights to all currently enrolled KTEC students who were previously accepted through the existing charter enrollment process, for respective grade levels at the LakeView K-8 Academy for the remainder of the 2024-2025 school year.

Adopted and recorded at a duly noticed meeting of the Board held on January 16, 2025. Seconded by Mr. Tierney. Unanimously approved.

Administration presented the following items and board members asked questions throughout the meeting:

- Discussion Policy 5200 School Admissions and Discontinuance of Policy (Second Reading)
- Discussion Policy 5475 Students with Disabilities (Second Reading)
- Discussion Policy 5570 Crisis Management/Suicide (Second Reading)
- Discussion Policy 6421 Services for Students with Disabilities (Second Reading)
- Discussion Policy 6311 Reading Instruction (First Reading)
- Discussion Early Literacy Remediation Plan
- Discussion Closed School Sites Redevelopment Agreement and Relocation of Hillcrest School
- Discussion Summer School Program Proposal
- Discussion Community Liaison Partnership Kenosha County Department of Human Services
- Discussion KUSD School Safety Committee Update
- Discussion Open Enrollment Allocations 2025-2026 School Year
- Discussion Approval of One-Year Extension of Superintendent's Employment Contract
- Discussion Black History Month Resolution

Dr. Weiss presented a verbal update on Policy 6700 – Extracurricular Activities and Programs and Policy 6770 – Interscholastic Athletics.

A view and/or comment was made by the public.

Motion to Adjourn made by Ms. Stevens. Second by Mrs. Landry. Unanimously approved.

Meeting adjourned at 6:40 p.m.

Stacy Schroeder Executive Assistant

SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JANUARY 16, 2025

A special meeting of the Kenosha Unified School Board was held on Thursday, January 16, 2025, 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 6:43 p.m. with the following members present: Mr. Price, Mr. Tierney, Mrs. Landry, Ms. Stevens and Mrs. Modder. Dr. Weiss and Mr. Neir were also present. Mrs. Schmaling and Ms. Adams were 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.

Mrs. Modder announced that an executive session was scheduled to follow this special meeting for the purposes of discussing Litigation and Personnel: Employment Relationship and Personnel: Problems.

Ms. Stevens moved that the executive session be held. Second by Mr. Price. Motion carried unanimously.

1. Litigation

Dr. Weiss updated board members on a litigation matter.

2. <u>Personnel: Employment Relationship and Personnel: Problems</u>

Dr. Weiss updated board members on personnel matter and sought direction. Direction was provided by the board.

Meeting adjourned at 6:49 p.m.

Stacy Schroeder Executive Assistant

Kenosha Unified School District Kenosha, Wisconsin Summary of Cash Receipts and Disbursements January 28, 2025

CASH RECEIPTS	reference	total
December 2024 Wire Transfers-In, to Johnson Ba	nk from:	
WI Department of Public Instruction	state aids register receipts	\$ 51,623,200.84
Bankcard Services (MyLunchMoney.com)	food services credit card receipts (net of fees)	31,295.76
Bankcard Services (Purplepass)	fine arts ticket sales receipts (net of fees)	13,081.45
Bank (Infinite Campus)	district web store receipts (net of fees)	44,466.24
Retired & Active Leave Benefit Participants	premium reimbursements	46,770.34
HHS	head start grant	241,058.37
Various Sources	small miscellaneous grants / refunds / rebates	29,269.68
Total Incoming Wire Transfers		52,029,142.68
December 2024 Deposits to Johnson Bank - All F General operating and food services receipts	unds: (excluding credit cards)	165,243.95
TOTAL DECEMBER CASH RECEIPTS		\$ 52,194,386.63
CASH DISBURSEMENTS	reference	total
December 2024 Wire Transfers-Out, from Johnso	n Bank to:	
Payroll & Benefit wires	net payrolls by EFT	¢ 705045400
Individual Employee Bank Accounts	(net of reversals)	\$ 7,952,154.30
WI Department of Revenue	state payroll taxes	453,041.06
WI Department of Revenue	state wage attachments	3,509.38
IL Department of Revenue	IL state payroll taxes	10,511.47
IRS	federal payroll taxes	2,675,599.21
Delta Dental	dental insurance premiums	205,385.10
Diversified Benefits Services	flexible spending account claims	9,037.27
Employee Trust Funds	wisconsin retirement system	1,644,601.24
NVA	vision insurance premiums	17,999.53
Aflac	insurance premiums	42,833.24
Optum	HSA	294,012.69
Various	TSA payments	294,485.17
Subtotal		13,603,169.66
General Operating Wires		
US Bank	purchasing card payment-individuals	144,181.05
Aegis	workers' compensation payment	200,000.00
Kenosha Area Business Alliance	LakeView lease payment	18,371.22
United Healthcare	health insurance premiums	4,232,869.69
Johnson Bank CD	Ostman CD Transfer	109,402.94
Subtotal		4,704,824.90
Total Outgoing Wire Transfers		\$ 18,307,994.56
December 2024 Check Registers - All Funds:		
Net payrolls by paper check	Register# 01025DP, 01026DP	\$ 3,991.06
Conoral approxing and food as with a	Check# 639811 thru Check# 640508	2 246 000 22
General operating and food services Total Check Registers	(net of void batches)	3,216,009.32 \$ 3,220,000.38
TOTAL DECEMBER CASH DISBURSEMENTS		\$ 21,527,994.94
101AL DECEMBER CASH DISBURSEMENTS		Ψ ∠1,3∠1,334.34

^{*}See attached supplemental report for purchasing card transaction information

Transaction Summary by Merchant

Merchant Name	Total	
RESTAURANTS & CATERING	\$	10,743.55
CARPETLAND USA	\$	7,064.82
HOTEL	\$	5,907.20
LAKESIDE INTERNATIONAL	\$	4,997.79
IC* INSTACART	\$	4,793.19
SP BLACKHAWK SUPPLY	\$	4,601.34
ULINE *SHIP SUPPLIES	\$	3,953.89
MARKS PLUMBING PARTS	\$	3,862.69
IN *A BEEP, LLC	\$	3,776.00
HAJOCA KENOSHA PC354	\$	3,163.89
TUNSTALL CORPORATION	\$	2,762.88
(PC) 3654 INTERSTATE	\$	2,588.35
HIGHWAY C SERVICE INC	\$	2,541.21
SUPPLYHOUSE.COM	\$	2,521.61
TRANE SUPPLY-116407	\$	2,329.90
VEHICLE MAINT. & FUEL	\$	2,318.92
SHERWIN-WILLIAMS703481	\$	2,284.76
DASH MEDICAL GLOVES	\$	2,282.56
IN *COLORGARB LLC	\$	2,159.00
WASC	\$	2,070.00
BUILDING CONTROLS & SOLUT	\$	2,007.41
HOMEDEPOT.COM	\$	1,807.31
AMAZON MKTPL*EE0M61AE3	\$	1,806.99
MENARDS KENOSHA WI	\$	1,794.84
IN *SUMMIT FILTRATION TEC	\$	1,714.80
HALLMAN LINDSAY PAINTS -	\$	1,570.84
GFS STORE #1919	\$	1,552.13
PROJECT LEAD THE WAY, INC	\$	1,442.00
KIMBALL MIDWEST PAYEEZY	\$	1,338.93
SP TOGGLED.COM	\$	1,317.69
HEAT & POWER PRODUCTS INC	\$	1,271.96
THE CHICAGO WOLVES	\$	1,192.50
SAN-A-CARE	\$	1,164.02
THE HOME DEPOT #4926	\$	1,151.69
HOLLAND SUPPLY INC	\$	1,146.88
CARPETLAND USA - KENOSHA	\$	1,106.33
SAMS CLUB #6331	\$	1,037.98
BEST BUY 00011916	\$	1,017.17
LOWES #02560*	\$	1,008.54
ZORO TOOLS INC	\$	958.58
MILWAUKEE ADMIRALS	\$	880.00
GRAINGER	\$	873.04
L & S ELECTRIC, INC.	\$	857.99
DISCOVERY WORLD	\$	851.00
ON TIME TEES	\$	843.00
AMZN MKTP US*ZL3SX62P0	\$	791.96
JOHNSTONE SUPPLY RACINE	\$	791.39
10.11	15	

Transaction Summary by Merchant

Merchant Name	Total	
NOR*NORTHERN TOOL	\$	779.98
STERICYCLE INC/SHRED-IT	\$	737.37
MILW PUBLIC MUSEUM	\$	732.00
CHESTER ELECTRONIC SUPPLY	\$	720.00
VNN RST	\$	650.00
GORDIE BOUCHER FORD	\$	632.96
WI ASSOCIATION OF SCHO	\$	630.00
OTC BRANDS *OTC BRANDS	\$	602.53
SOLARWINDS	\$	602.00
CARDIO PARTNERS INC	\$	601.25
WISCONSIN SCHOOL SAFETY	\$	600.00
COSTCO WHSE #1198	\$	574.32
AMAZON RETA* IQ7T07TW3	\$	559.98
DISCIPLINE* TEACHER LE	\$	550.00
FIRST SUPPLY KENOSHA	\$	534.84
AMAZON MKTPL*UJ93K9C43	\$	509.94
AIRBRUSH IMAGES INC	\$	493.70
NTLREST SERVSAFE	\$	479.26
4IMPRINT, INC	\$	453.58
SAMSCLUB.COM	\$	443.00
AMZN MKTP US*QZ0D788O3	\$	404.97
VSP*SPIRAL BINDING	\$	404.60
CROWN AWARDS INC	\$	401.01
MAXON EQUIPMENT INC.	\$	400.61
BEACON ATHLETICS, LLC	\$	384.00
NAVIGATE360 LLC	\$	374.50
USPS PO 5666100158	\$	370.58
WORLD'S FINEST CHOCOLATE	\$	370.00
SPARK FUN ELECTRONICS INC	\$	369.25
BATTERIES PLUS #0561	\$	358.16
IN *ECONO HOLDING COMPANY	\$	355.35
JOHNSTONE SUPPLY - RACINE	\$	344.89
SP SPORTBIZ.CO	\$	340.00
VIKING ELECTRIC - KENOSHA	\$	335.94
VACLAND	\$	335.32
AMZN MKTP US*Z33BP6A12	\$	325.92
CNK*CINEMARK HQ 001	\$	324.80
FUTURE BUSINESS LEADER	\$	306.00
KAMI.APP	\$	305.91
FLAG CENTER	\$	300.80
SP OVERTURE CENTER	\$	300.00
MAILCHIMP *MISC	\$	300.00
HEGGERTY.ORG	\$	297.00
BRODER BROS., CO	\$	296.24
AMZN MKTP US*IE50Y6GG3	\$	282.70
AMZN MKTP US*PA7996P23	\$	282.70
CHICAGO BOOKS & JOURNALS	\$ 16	278.18

Transaction Summary by Merchant

Merchant Name	Total	
WAL-MART #1167	\$	277.39
JOHNSON CONTROLS SS	\$	276.60
CROWN TROPHY	\$	272.95
METALS DEPOT	\$	271.50
DECKER EQUIP SCHOOL FIX	\$	266.89
ANIMOTO INC	\$	249.00
MENARDS RACINE WI	\$	248.44
RLKINCCOM 8669396060	\$	239.60
EB *2025 BIENNIAL WISC	\$	238.37
SQ *MASTERS BUILDING SOLU	\$	234.37
AMZN MKTP US*ZL4T47890	\$	226.48
FSP*GOOD ARMSTRONG	\$	220.00
TARGET 00022517	\$	218.76
WM SUPERCENTER #1167	\$	210.11
FS *VANDYKE.COM	\$	200.45
KENOSHAMAGI	\$	200.00
AMAZON MKTPL*YH0ZW9Q73	\$	199.98
TRANE US INC COMMERCIAL	\$	195.95
AMERICAN RED CROSS	\$	195.00
CARROLL PARTS	\$	191.97
EVACUUMSTORE.COM	\$	190.89
HARBOR FREIGHT TOOLS3397	\$	189.90
SOUTHEASTERN EQUIPMENT &	\$	187.95
WALMART.COM 8009256278	\$	182.49
NSPAACP	\$	180.00
WI DSPS LICENSURE	\$	180.00
MCMASTER-CARR	\$	169.24
AMAZON RETA* ZL9ZI9KR0	\$	167.96
ROBOTICS EDUCATION & COMP	\$	164.80
SCHOOL CASH SUPPLIES	\$	161.79
AMAZON RETA* 3E0895FL3	\$	159.80
AMZN MKTP US*ZL9EK72O0	\$	158.97
AMZN MKTP US*6E6RP1DB3	\$	157.99
AMAZON MKTPL*ZX4J61ZV2	\$	152.93
MAXISHARE	\$	150.00
USPS.COM POSTAL STORE	\$	148.55
SP NINJA TRANSFERS DTF	\$	141.89
ADVANCED CIRCUITS	\$	134.47
SUPER SPORTS FOOTWEAR ETC	\$	134.00
SPECTRUM	\$	133.37
DAY-OFF.APP	\$	131.00
AMZN MKTP US*ZR4308ME2	\$	127.80
WALMART.COM	\$	126.63
AMAZON MARK* IJ6DT5C43	\$	125.96
2CO.COM*TELESTREAM	\$	125.55
IMSE	\$	125.00
EAS*THE EASTWOOD COMPA	\$	120.63
	17	

Transaction Summary by Merchant

Merchant Name	Total	
CANVA* 04364-51131838	\$	119.99
RACINE THEATRE GUILD	\$	119.00
TICKETS WAUWATOSA WEST	\$	118.30
FIELDPRINT, INC.	\$	117.00
BLAIN'S FARM & FLEET	\$	111.98
ADAFRUIT ELECTRONICS	\$	108.66
SAMSCLUB #6331	\$	103.60
KENOSHA PUB MUSEUM	\$	100.00
IN *ALEX KUDRNA	\$	100.00
PADLET* 16BJVNUW6SSAW5	\$	99.99
YUTKA FENCE - YUTKAFENCE	\$	99.00
JOHN E. REID & ASSOCIA	\$	99.00
AMAZON MKTPL*ZL3GH4461	\$	99.00
AMAZON MKTPL*ZL7YB18P2	\$	97.56
AMAZON RETA* ZR5DU4DF2	\$	94.93
AMAZON MKTPL*ZL49M2MI1	\$	93.48
USCARGOCONT	\$	91.03
AMAZON MKTPL*ZR6J01DV2	\$	89.98
ACTFL	\$	89.97
AMAZON MKTPL*IW4PL2JL3	\$	89.22
HOSA, INC.	\$	88.40
FACEBK *9TNAMEGDL2	\$	88.13
NOT JUST VACS	\$	87.48
SMARTSIGN	\$	84.15
PAYPAL *LEQINGSJUXE	\$	81.94
AMAZON MKTPL*2C3LF60B3	\$	80.16
AMAZON MKTPL*EZ40W9RV3	\$	79.18
WISCONSIN EDUCATIONAL	\$	78.00
FIVE BELOW 7070	\$	77.25
PICK N SAVE #874	\$	76.67
AMZN MKTP US*ZR1N86CM0	\$	75.90
MEIJER STORE #284	\$	68.50
OPENAI *CHATGPT SUBSCR	\$	60.00
AMZN MKTP US*ZL1YI0B31	\$	59.06
AMAZON MKTPL*7J6A37V33	\$	57.89
AMAZON MKTPL*ZX84I4OQ0	\$	56.92
ALDI 64007	\$	54.88
AMAZON MKTPL*Z17M141O2	\$	53.43
WWW.WISMATH.ORG	\$	50.00
HEYMIKEALPERT.COM	\$	48.00
FS *MADMAPPER	\$	48.00
PARTY CITY 5174	\$	45.97
HOBBY LOBBY #283	\$	43.49
AMAZON.COM*LO5O31P43	\$	43.48
AMAZON MKTPL*Z30W79Y61	\$	42.87
AMAZON MKTPL*ZR5102ZQ2	\$	42.19
IMAGESTUFF.COM	\$	40.25
	18	

Transaction Summary by Merchant

Merchant Name	Total	
SMK*WUFOO.COM CHARGE	\$	39.00
HOBBY LOBBY #350	\$	39.00
AMZN MKTP US*UK6255W83	\$	36.62
THE WEBSTAURANT STORE INC	\$	35.05
AMAZON MKTPL*ZR3DK13R2	\$	33.98
AMAZON.COM*ZR4FC2A10	\$	33.69
OFFICEMAX/DEPOT 6358	\$	32.24
ADOBE INC.	\$	31.64
AMAZON MARK* DY22M4HS3	\$	31.48
WALGREENS #9605	\$	31.31
FACEBK *FX5MJE4GP2	\$	30.00
AMAZON MKTPL*8G7CX6X93	\$	29.98
AMAZON MKTPL*0E9J28ZU3	\$	27.41
AMAZON.COM*ZX9F743H0	\$	27.40
FACEBK *FFAYCE4GP2	\$	27.00
SKILLSUSA ORG	\$	26.00
A&A MANUFACTURING	\$	25.85
SP LABORSBOOKS	\$	25.43
AMAZON MKTPL*X31F98PZ3	\$	23.11
ADOBE *ADOBE	\$	21.09
KENOSHA AREA BUSINESS	\$	20.00
AMAZON MKTPL*WM6FM7H83	\$	19.98
DKC*DIGI KEY CORP	\$	18.98
AMAZON MKTPL*ZR0AH0402	\$	17.69
AMAZON MKTPL*ZR8C43O12	\$	16.98
AMAZON PRIME*UN4EI42I3	\$	14.99
GOOGLE *YOUTUBEPREMIUM	\$	14.76
FESTIVAL FOODS	\$	14.37
FACEBK *P7AVDF8GP2	\$	14.23
AIRGAS LLC - NORTH N126	\$	13.80
AMAZON MKTPL*ZR2AO1DY0	\$	13.64
USPS PO 5642800260	\$	10.06
PRAIRIE SIDE ACE HARDWARE	\$	8.98
TEACHERSPAYTEACHERS.COM	\$	6.71
AMAZON MKTPL*SE19E3EO3	\$	6.28
DSPS E SERVICE FEE REN	\$	4.05
FACEBK *TKRH7FQCL2	\$	1.12
ALARM DETECTION SYSTEMS	\$	0.79
SIGNUPGENIUS	\$	(107.89)
NORDSTROM #253	\$	(109.66)
US Bank Purchasing Card Payment - Individuals	\$	144,181.05

KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 28, 2025

Administrative Recommendation

It is recommended that the December 2024 cash receipt deposits totaling \$165,243.95, and cash receipt wire transfers-in totaling \$52,029,142.68, be approved.

Check numbers 639811 through 640508 (net of voided batches) totaling \$3,216,009.32, and general operating wire transfers-out totaling \$4,704,824.90, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the December 2024 net payroll and benefit EFT batches totaling \$13,603,169.66, and net payroll check batches totaling \$3,991.06, be approved.

Dr. Jeffrey Weiss Superintendent of Schools

Tarik Hamdan Chief Financial Officer

Lisa M. Salo, CPA Accounting Manager

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KENOSHA UNIFIED SCHOOL DISTRICT

January 28, 2025

<u>Update on Policy 5200 School Admissions and</u> <u>Discontinuance of Policy 5250 Emancipated Minors</u>

Last updated in 1997, Policy 5200 School Admissions and its related legislative practices have gone relatively unchanged for over 25 years. However, a review from the Wisconsin Association of School Boards (WASB) policy audit services has recommended adding some recommended language and a "Rule" section to help prospective parents/guardians understand the Kenosha Unified enrollment guidelines and their respective rights.

Based on a recommendation from WASB, both of these policies can be merged for increased implementation and understanding, thus the removal recommendation of Policy 5250 as the single passage and references would be integrated with Policy 5200 School Admissions. Formatting will be made consistent prior to final posting.

Administrative Recommendation:

Administration recommends that the Board of Education review and approve the listed revisions for KUSD Policy 5200 School Admissions and the discontinuance of KUSD Policy 5250 Emancipated Minors as a second reading at the January 28, 2025 regular School Board meeting.

Dr. Jeffrey Weiss Wendy Tindall

Superintendent of Schools Chief Academic Officer

Kris Keckler William Haithcock

Chief Information Officer Chief of School Leadership

POLICY 5200 SCHOOL ADMISSIONS

Any student seeking school admission in the District must reside within the established boundaries of the District, except as otherwise provided by law and/or Board policy. Each resident location within the district boundary has an assigned boundary elementary school, middle school and high school. Parents have enrollment rights for those associated boundary schools respective of the confirmed resident address. Nothing prevents a parent from applying for enrollment to a non-boundary KUSD school, in accordance with posted timelines and procedures.

Individuals enrolling a student are expected to follow the District's registration procedures, including providing appropriate documentation of the student's age and in-District residency (or other status that permits admission to a District school). The District's registration procedures shall be sufficiently flexible so as to not unlawfully interfere with the prompt admission, school placement, and attendance of children in a special legal status that provides rights and protection regarding school enrollment (e.g., homeless, foster care, children of military families, Safe at Home program participants, etc.)

Students admitted to the District's elementary and secondary schools shall present immunization records as required by law.

Any student seeking entrance into a District school must physically reside within the established boundaries of the District, except as otherwise specifically provided. The building principal or designee(s) shall verify the age and residence of students enrolled in the District schools. Any dispute regarding residence may be appealed to the Executive Director of School Leadership.

Emancipated minors shall be enrolled in a District school in accordance with established guidelines. Any minor claiming emancipation from their parent/guardian will have the burden of proving such emancipation to the satisfaction of the building principal.

School assignments and grade placements shall be made by the administrative staff in accordance with District procedures. Students transferring from other school systems or non-District programs are required to provide a transcript of academic accomplishments at the previous school/program, or the address from which this data may be secured. If sufficient academic transcript information is not available, students may be required to take appropriate academic tests to assist in making a placement, or other identifiable options for measuring academic understanding and progress.

Building principals shall have authority to determine the grade level at which a student shall be placed. Students transferring into the District shall provide academic transcript information from their previous school, or the address from which this data may be secured. If adequate academic transcript information is not available, the student may be required to take appropriate tests to assist in making a placement.

The District shall not **unlawfully** discriminate in admissions to any school, class, program or activity or facilities usage on the basis of sex, race, religion, color, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, **homelessness status** or physical, mental, emotional or learning disability or handicap. **This does not, however, prohibit placing a student in a school, class, program or activity based on objective standards of individual performance or need.** Discrimination complaints shall be processed in accordance with established procedures.

Nothing in this policy shall prevent the District from denying the admission of a student during the term of an expulsion from another Wisconsin public school, out-of-state public school or independent charter school in Wisconsin, or from setting enrollment conditions that the expelled student must meet in order to be admitted, consistent with legal requirements. district.

POLICY 5200 SCHOOL ADMISSIONS PAGE 2

LEGAL REF.: Wisconsin Statutes

Sections 115.997 [interstate compact on educational opportunity for military

children]

118.13 [student nondiscrimination]

118.135 [eye examinations for students entering kindergarten]

118.14 [age of students for admission]

118.145 [high school admission; includes private school and tribal

school students taking high school courses]

118.51 [full-time public school open enrollment]

118.52 [part-time open enrollment]

118.53 [attendance in public school courses by home-based private educational program students]

120.13(1)(f) [authority to deny admission of student during term of expulsion]

120.13(1)(h) [conditional enrollment of expelled students]

121.77 [admission of nonresident students]

121.84 [admission of nonresident students; tuition waivers]

165.68 [address confidentiality program]

252.04 [immunizations required upon school admission]

Wisconsin Administrative

Code PI 9.03(1) [student nondiscrimination in school admission policies]

LEGAL REF.: Federal Laws

McKinney-Vento Homeless Education Assistance Act [equal access for homeless students; required policies to remove barriers]

Title I, Part A of the Elementary and Secondary Education Act [20 U.S.C. §6311(g)(1)E and §6312(c)(5) [educational agency requirements related to ensuring the educational stability of children in foster care]

Title IV of the Social Security Act [42 U.S.C. §671(a)(10) and § 675(1)(G) [child welfare agency requirements related to supporting normalcy for children in foster care and ensuring the educational stability of children in foster care]

POLICY 5200 SCHOOL ADMISSIONS PAGE 3

115.28

115.80Identifying and providing special education to children with EEN

118.14 [Age of pupils]

120.13(1) (f) [School Board powers (school government rules, suspension expulsion)]

suspension, expulsion)]
252.04 [Immunization program]

Wisconsin Administrative Code PI 9 [Pupil Nondiscrimination]

CROSS REF.: 5110 Equal Educational Opportunities

5210 Entrance Age

5220 Nonresident Students (Excluding Open Enrollment)

5250 Emancipated Minors

5280 Homeless Students Education for Homeless Children and Youth (EHCY)

5310 Student Attendance

5320 School Attendance Areas

5330 Assignment of Students to Schools

5532 Student-Immunization

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: May 27, 1997

REVISED: January 28, 2025

RULE 5200 SCHOOL ADMISSIONS

Any student who has been in attendance in an educational program other than the Kenosha Unified School District for a period of 90 days or more, and who wishes to enter or re-enter the District shall be required to comply with the following procedures:

A. Grade Placement

1. With Transcripts/ Previous School Records

The District reserves the right to determine grade placement of all students entering or re-entering the school system. The default practice is to assign grade level placement based on age of the student in relation to September 1 of each year and their peer student cohort group. Any request for a placement outside of normal age-based enrollments will be handled by the Teaching and Learning Department, with consultation with respective Content Coordinators.

2. Without Transcripts/Previous School Records

Consideration shall be given to the grade level which the student has attained at the time of entry or re-entry based upon the academic records received from the student's previous school. If transcripts or other records evidencing the student's level of academic achievement, subjects completed, credits earned and/or results of standardized testing are unavailable, incomplete or if accreditation/certification of previous schooling is not able to be secured, school administrators will collaborate with the Teaching and Learning Department to implement standardized test(s) or other academic measures to determine the student's achievement level and appropriate grade placement. Placement decisions determined by the Teaching and Learning Department shall be made based on the test results and the student's ability to demonstrate learning appropriate to the proper placement.

Students identified as having special needs (e.g., students with disabilities, multilingual learners) shall be placed in appropriate programs and provided identified services in accordance with established District policies and procedures and applicable legal requirements.

B. High School Credit Attainment

High school credits shall be awarded based on the academic record information received and/or the results of any placement/achievement tests. Course credits earned at a public high school or other accredited high school shall generally be accepted as recorded by the former school, with the credit units being adjusted if necessary to reflect the District's comparable units. Transfer credit may be rejected if the District determines that the nature of the work reflected by the proposed transfer credit has no reasonable correlation to credit-eligible work in the District.

Approved transfer credits will be identified as either satisfying a specific graduation requirement or as elective credit that has been completed in excess of required credits. As determined under the applicable high school grading policy, the District will either (1) record a transfer course on a pass/fail basis; or (2) associate and record a transcript grade with a transfer course. Prior to any denial of a transcripted application, the respective Teaching and Learning Content Coordinator will have consulted on the review of the transcript and related material.

RULE 5200 SCHOOL ADMISSIONS PAGE 2

C. Appeals

Decisions regarding transfer courses, transfer credits, and grades associated with transfer courses for high school students may be appealed to the High School Principal and then to the Chief Academic Officer, whose decision on the appeal shall be final.

In the event that there is an appeal on behalf of the student regarding the placement of a student, a written appeal may be made to the building principal of the school in which the student is initially placed, and then to the Chief Academic Officer. The decision of the Chief Academic Officer shall be final. Reference KUSD Policy 5118 Promotion, Acceleration and Retention for any inquiries or requests for outside of normal grade level placement.

School Board Policies Rules and Regulations

POLICY 5250 EMANCIPATED MINORS

Emancipated minors shall be enrolled in a District school in accordance with the District's school admissions policy and established guidelines. Any minor claiming emancipation from their parent/guardian will have the burden of proving such emancipation to the satisfaction of the building principal.

CROSS REF.: 5110 Equal Educational Opportunities

5200 School Admissions

5310 Student Attendance

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: August 13, 1991

REVISED: May 27, 1997

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Kenosha Unified School District Kenosha, Wisconsin

January 28, 2025

POLICY AND RULE 5475-STUDENTS WITH DISABILITIES

Background

School Board Policy and Rule 5475- Students with Disabilities was originally approved in 1998 and most recently revised in September of 1999. Since that time there has been a shift in our guidance for the provision of programming for students with disabilities within the school setting. Current KUSD policy does not align with current recommendations from the Wisconsin Department of Public Instruction (DPI), in addition to the creation of a Special Education Policy and Procedures Handbook which encompasses all IDEA Special Education requirements.

The proposed revisions to School Board Policy and Rule 5475 are based upon:

- Updates from Wisconsin Department of Public Instruction; and
- Collaboration among Special Education Administration in other Wisconsin districts (Green Bay, Madison, Milwaukee, and Racine)

Recommendation

Administration recommends that the Board of Education grant approval to revise Kenosha Unified School District Policy and Rule 5475 – Special Education Programs for Students with Disabilities as a second reading on January 28, 2025.

Dr. Jeffery Weiss Superintendent of Schools

Mrs. Wendy Tindall Chief Academic Officer

Ms. Stacy Guckenberger
Director of Special Education and Student Support

POLICY 5475

SPECIAL EDUCATION PROGRAMS FOR STUDENTS WITH DISABILITIES

Students with disabilities shall conform to the policies set forth by the School Board.

The Board recognizes that the needs manifested by students with disabilities dictate a high level of understanding and consideration. To accomplish such level of understanding and support, various program models shall be developed such as: special schools, self-contained classes, resource rooms, and itinerant services. These program models will be utilized within the following general guidelines:

- The special school model can only be used for the most severely disabled student and only when the total educational environment of the student must be controlled as determined by the IEP. Exceptions to existing District policies, rules, and regulations may be made by the Board upon recommendation of the Superintendent of Schools.
- When special educations students are programmed into general education classes, they will be expected to conform with the same policies, rules, and regulations as other students except as determined by the Individual Education Program (I.E.P.). Guidelines for reaction to inappropriate behavior of students with a disability shall be provided through individual educational programs (I.E.P.s) developed by the special education teacher, parent, the general education teacher(s), and approved by the LEA representative.
- Within the special education program, it shall be the responsibility of the special education teacher
 to modify undesired behaviors and attitudes through teaching, behavior intervention plans, student
 counseling, parent/guardian assistance, curriculum changes, schedule changes, etc.
- Students with disabilities may be suspended or considered for expulsion only in accordance with state and federal laws and regulations and established District procedures.

The School Board, as the governing body of a local education agency (LEA), affirms its responsibility to make appropriate special education programs and related services available to students with disabilities in accordance with state and federal laws and regulations. While this policy primarily addresses the District's special education program under the IDEA, the District recognizes that the various state and federal laws create both complimentary and independent rights, protections, and obligations. That is, special education under the IDEA represents only one aspect of the District's comprehensive program for students with disabilities. Further, in order to meet the needs and respect the legal rights of all students with disabilities, the District recognizes that it must not only maintain a comprehensive system of general processes and supports, but also assess each student as an individual and each situation in its unique context.

LEGAL REF.: Wisconsin Statutes

<u>Chapter 115, Subchapter V</u> Educational programs and services for children with		
	disabilities	
Sections 118.13	Student discrimination prohibited	
118.16(4)	Assignment to detention/supervised study/period of	
	assessment for truancies	
118.31	Use of physical force/corporal punishment	
120.13(1)	Board powers; rules of conduct, suspension and	
	expulsion	

Individuals with Disabilities Education Act (20 USC 1415(k)

<u>Americans with Disabilities Act</u> - Disability discrimination; reasonable accommodations

CROSS REF.: 5430 Student Conduct

5483 Student Suspensions5474 Student Expulsions

5116.2 Individual Education Program

Classroom Code of Conduct

Special Education Policy and Procedures Handbook

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: August 13, 1991

REVISED: February 10, 1998

September 14, 1999 December 10, 2024

RULE 5475

SPECIAL EDUCATION PROGRAMS FOR STUDENTS WITH DISABILITIES

Requests for exceptions to existing District policies, rules and regulations for special schools shall be recommended to the Superintendent of Schools for approval by the School Board. Such necessary exceptions shall be developed by the special education staff and the Director of Special Education.

IDEA Policies, Procedures, and Forms

The district's special education policy and procedure manual is based on the model prepared by the Wisconsin Department of Public Instruction (DPI), presently without District-specific substantive modifications. The district's special education forms are also based on the DPI model special education forms, presently with District-specific substantive modifications, which are available in the district's Student Information System.

The Director of Special Education and Student Support shall have the authority and responsibility to approve and implement changes to the district's special education procedures and forms as are necessary to comply with applicable law. However, any changes to the district's special education policies presented to the Board for approval.

IDEA Programs and Services

Specific educational programs and services for students with disabilities shall be determined by the student's individualized education program (IEP) team and be based on an assessment of the student's individual needs. Students with disabilities shall participate in academic assessments required by law and the district, with or without accommodations, or in alternate assessments as outlined in the student's IEP. The Director of Special Education and Student Support will designate and maintain a current list of the District employees who are authorized to serve as the local education agency (LEA) representative on District IEP teams and in other special education processes.

The District may contract with its assigned Cooperative Educational Service Agency (CESA), other public school districts, and other qualified persons to provide special education programs and/or services whenever the District determines that such contracting would appropriately meet the needs of the student(s) and otherwise serve as an appropriate means of implementing the special education and related services defined in each student's IEP.

Reports, Audits, and Plans

The Director of Special Education and Student Support or his/her designee shall complete and timely submit all special education report forms, audit materials, and District plans as may be required by any state or federal agency in relation to the District's programs for students with disabilities.

Kenosha Unified School District Kenosha, Wisconsin

January 28, 2025

POLICY AND RULE 5570 – CRISIS MANAGEMENT/SUICIDE PREVENTION

Background

School Board Policy and Rule 5570 - Crisis Management/Suicide Prevention was most recently revised in January of 2022. Since that time there has been a shift in our need for promotion of students' positive social and emotional development, suicide prevention, and guidance for district response to crisis management procedures within the school setting. Proposed revisions to KUSD policy on crisis management and suicide prevention outline the extent of prevention and intervention provided.

Recommendation

Administration recommends that the Board of Education approve revised Policy and Rule 5570 - Crisis Management/Suicide Prevention as a second reading on January 28, 2025.

Dr. Jeffery Weiss Superintendent of Schools

Mrs. Wendy Tindall Chief Academic Officer

Ms. Stacy Guckenberger Director of Special Education and Student Support

Ms. Laura Stone Coordinator of School Culture and Safety

POLICY 5570 CRISIS MANAGEMENT/SUICIDE PREVENTION

A comprehensive crisis management/suicide prevention program shall be developed, implemented, and maintained by District personnel appointed by the Superintendent of Schools.

The student crisis management/suicide prevention program shall incorporate (a) primary prevention approaches which represent ongoing education of students, staff, and parents/guardians; (b) additional prevention approaches which define the referral and intervention procedures for students with immediate assistance needs; and (c) guidelines for dealing with a crisis situation at the school and District level.

State Civil Liability Exemption

The School District recognizes that any staff member acting in good faith to prevent suicide by a student is immune from civil liability for any act or omission in respect to the suicide or attempted suicide, as provided in.

The State of Wisconsin encourages attempts to intervene in and prevent youth suicide by providing that the School Board and any District officer, employee, or volunteer who in good faith attempts to prevent suicide by a student is immune from civil liability under state law Wisconsin Statutes 118.295 for his or her acts or omissions in respect to the suicide or attempted suicide.

LEGAL REF.: Wisconsin Statutes Sections

115.365	DPI suicide prevention resources and assistance to school; annual
	notice to professional staff required
118.01(2)d7	Instructional program goals related to suicide prevention and
	intervention
118.295	Suicide intervention; civil liability exemption
120.12(26)	School safety plans
121.02(l)(i)	Safe and healthful facilities standard
895.48	Civil liability exemption for certain emergency medical care
Wisconsin Admin	istrative Code
PI 8.01(2)(e)	School district standard; guidance and counseling program

requirements

CROSS REF.: 3500, District Safety Policy

3643, Emergency School Closings 5531, Emergency Care Services

5138, Maintenance of School Environment Emergency and Safety Preparedness Manual

School Safety Plans

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: September 24, 1991 REVISED: June 25, 1996

January 29, 2002 January 28, 2025

RULE 5570 CRISIS MANAGEMENT/SUICIDE PREVENTION

To ensure the development, implementation and maintenance of a comprehensive and effective student crisis management/suicide prevention program, the following procedures must be followed:

97633108. Establish a schoolbased crisis resource team appointed by the principal of each school to implement and monitor the procedures identified in the District Crisis Management/Suicide Prevention Plan.

97633109. A District wide Crisis Response Team will be formed and be available to assist Crisis Resource Teams. This team will provide assistance to schools in crisis situations beyond the scope of the building team. The Crisis Response Team will also work collaboratively with community agencies and resources.

97633110. Provide immediate procedures to be used by counselors, administrators, and other staff members for students who appear to be depressed, suicidal, or who in other ways appear to be at risk.

97633111. Provide staff inservice education as needed.

97633112. Provide information related to student crisis management/suicide prevention for parents.

97633113. Provide educational information for students concerning suicide and loss.

97633114. Coordinate the crisis management/suicide prevention information into health education and other curricular areas.

General Framework

With the goals of promoting students' well-being, intervening with students who may be identified as struggling or in crisis, reducing actual or attempted incidents of youth suicide and other forms of self-endangerment, and responding appropriately to any such incident that has a connection to the District, the School Board directs the administration to address youth suicide prevention and intervention through a multi-faceted approach that includes at least the following components:

- 1. Initiatives to increase staff awareness of issues related to youth suicide, including, at a minimum and as required under state law, providing annual notice to the District's licensed staff of the suicide prevention resources and services that are available through the Department of Public Instruction.
- 2. Additional periodic professional development opportunities for appropriate staff, as determined by the administration, that relate to youth suicide prevention and intervention. Such opportunities may be voluntary or required and may be provided internally or through external sources.
- 3. Age-appropriate instructional programming for students in the area of personal development that, as required under state law, is designed to address matters such as:
- a. The promotion of students' positive social and emotional development;

RULE 5570 CRISIS MANAGEMENT/SUICIDE PREVENTION PAGE 2

- b. The promotion of positive psychological, emotional, and problem-solving responses among students;
- c. Skills that help students cope with social change; and
- d. At appropriate developmental levels, instruction that addresses the causes and signs of suicidal ideation/tendencies or other forms of self-harm, knowledge of the relationship between youth suicide and the use of alcohol and controlled substances, and knowledge of youth suicide prevention and intervention services that are available in the community.
- 4. The incorporation of services and resources that address student mental health needs, positive social and emotional development, and suicide prevention and intervention within the District's approach to providing guidance and counseling programs and services for students.
- 5. The incorporation of suicide intervention and response components within the District's crisis intervention and response procedures, including appropriate communication of such procedures to staff.
- 6. The identification of and, where feasible, the engagement of cooperative efforts with relevant agencies, community organizations, and other experts. This may include identifying qualified agencies or organizations that:
- a. Offer consultative services to school professionals related to youth suicide prevention, intervention, and response; or
- b. Serve as emergency and non-emergency points of contact for youth who may be experiencing a suicidal crisis or other form of emotional distress and/or for students or families who may have related concerns regarding themselves or others.

Assignment of Responsibility

The *Director of Special Education and Student Support* shall have primary administrative responsibility and accountability to the Board and the Superintendent, or designee, for overseeing and coordinating the District's approach to youth suicide prevention and intervention in a manner that is consistent with the above-identified general framework and the specific mandates found in state law.

Kenosha Unified School District Kenosha, Wisconsin

January 28, 2025

POLICY 6421 – SERVICES FOR STUDENTS WITH DISABILITIES

Background

School Board Policy 6421 - Services for Students with Disabilities was most recently revised in 2002. Currently KUSD policy on services for students with disabilities does not outline the guidelines and procedures for implementing Section 504 Plans. The proposed revisions describe Section 504 implementation, in accordance with the law, along with the complaint resolution processes.

Recommendation

Administration recommends that the Board of Education approve revised Policy and Rule 6421 - Section 504 Plans and Services for Students with Disabilities as a second reading on January 28, 2025.

Dr. Jeffery Weiss Superintendent of Schools

Mrs. Wendy Tindall Chief Academic Officer

Ms. Stacy Guckenberger
Director of Special Education and Student Support

Ms. Laura Stone Coordinator of School Culture and Safety

POLICY 6421 SECTION 504 PLANS AND SERVICES FOR STUDENTS WITH DISABILITIES

In recognizing its responsibility to provide a complete and appropriate education for all students of the District, the School Board shall provide services for all students with disabilities. The District shall ensure that all related services needed to assist an individual student to benefit from special education services will be provided. Students with disabilities will be educated within the least restrictive environment that will satisfactorily meet their educational needs.

These procedures shall meet state and federal law requirements, including child find activities, least restrictive environment, Individualized Education Program and due process.

The District shall adhere to all due process safeguards for parental rights and appeal within the parameters of state and federal laws governing the operation of services for students with disabilities. The Director of Special Education and Student Support will be responsible for implementing procedures to ensure that students and parents are afforded the procedural safeguards established by State and Federal laws.

The District will attempt to locate all students residing within the District who have a disability regardless of the severity of the disability and who are in need of special education and related services. The District shall utilize an Individualized Education Program Team approach when evaluating students suspected of having a disability. The Individualized Education Program Team shall determine and document that a student has a disability and a need for special education and related services.

I. PURPOSE

- A. Pursuant to Section 504 of the Rehabilitation Act, the District shall provide a free appropriate public education (FAPE) to each eligible student who has a physical or mental impairment which substantially limits a major life activity.
- B. The District's duty to provide FAPE applies to each such student, regardless of the specific nature or severity of the student's disability.
- C. Further, the District shall not discriminate against any student based upon
 - a. any prior record of physical or mental impairment, or
 - b. a student being regarded as having a physical or mental impairment (e.g., based upon an assumption or perception of a disability).
- D. In connection with these obligations, the District shall take reasonable steps intended to protect a student with a disability from being harassed or retaliated against on the basis of the student's disability.

II. IMPLEMENTATION

- A. The District uses a Section 504 written process that outlines the District's guidelines and procedures to be used by District staff in identifying, evaluating, and providing reasonable accommodations to students with qualifying disabilities to allow said student to have equal opportunity to participate in school and school-related activities. To meet its obligation under Section 504, the District shall:
 - 1. Engage in appropriate notification and "child-find" activities that are designed to identify and locate children residing in the District who may have a disability and who may be in need of special education and related services;
 - 2. Make and accept referrals for evaluations as required by law;

POLICY 6421 SECTION 504 PLANS AND SERVICES FOR STUDENTS WITH DISABILITIES Page 2

- 3. Conduct evaluations and make eligibility and placement determinations in a manner that reflects the standards and requirements established under both Section 504 and the Individuals with Disabilities Education Act (IDEA), such as the following:
 - a. parent consent is required for initial evaluations; and
 - b. all eligibility and placement determinations must be made on an individualized basis with a focus on the student's identified educational needs;
- 4. Employ appropriate procedural safeguards, including providing parents and guardians with required notices and appropriate opportunities to review their child's records;
- 5. Develop, implement, and appropriately review a written Section 504 plan for each qualifying student with a disability (NOTE: An individualized education program (IEP) generally serves as the 504 plan for students who are also IDEA-eligible provided that the IEP is sufficient to meet the District's Section 504 obligations to the student.);
- 6. Reevaluate students before any significant change in placement and in order to periodically redetermine eligibility; and
- 7. Adhere to appropriate procedures and standards in connection with the suspension and/or potential expulsion of any student with a disability.

B. Section 504 Coordinator

- 1. The Director of Special Education and Student Support is the District's designated Section 504 Coordinator.
- 2. The Coordinator shall have primary responsibility for the administrative procedures used within the District to implement the requirements of Section 504 and this policy.
- 3. The Coordinator shall also be responsible for ensuring appropriate staff training and professional development in connection with the District's obligations under Section 504, and for monitoring and evaluating the District's overall implementation of Section 504.

C. Informal Resolution of Complaints

- 1. The District encourages informal resolution of complaints and concerns regarding the implementation of Section 504 procedures. Accordingly, the Section 504 Coordinator shall make efforts to address a parent's or guardian's complaints or other concerns.
- 2. Any informal resolution of a complaint or concern that requires a modification to a student's 504 plan shall be incorporated into the plan using appropriate procedures.

D. Formal Complaint Process

- 1. Any person who believes that a student with a disability has been discriminated against, retaliated against, or harassed on the basis of the student's disability, or who believes that the District has otherwise violated Section 504 or its implementing regulations, may file a complaint through the internal complaint procedure established under the District's student nondiscrimination policy.
- 2. A person who wishes to file such a complaint, or who requires more information about the complaint procedure, should contact the District's Section 504 Coordinator or, if the Section 504 Coordinator is temporarily unavailable or if the complaint in question involves any alleged improper conduct by the Coordinator, the Chief of School Leadership.

POLICY 6421 SECTION 504 PLANS AND SERVICES FOR STUDENTS WITH DISABILITIES Page 3

E. Request For Impartial Hearing

- 1. A parent or guardian (or adult student) who disagrees with the identification, evaluation, educational placement, or the provision of a free appropriate public education of a student with a disability under Section 504, and who has been unable to reach a satisfactory resolution of the issue(s) with the District, has the right to request an impartial hearing.
- 2. The complaining party shall have the right to participate in such a hearing, to present evidence, and to be represented by a person of their choice, including an attorney.
- 3. A request for an impartial hearing must be made in writing and mailed or delivered to the 504 Coordinator.
- 4. Upon receipt of a request for a hearing, the necessary arrangements will be made by the District, including the selection of a hearing officer.
- 5. Any party aggrieved by the decision of the hearing officer may seek judicial review of the decision to the extent permitted by applicable law.

F. Relationship between Section 504 and the IDEA.

- 1. Section 504 and the IDEA are related but distinct laws. For example, a student with a disability who is not eligible for special education or related services under the IDEA may have rights to receive certain aids, services, modifications, or academic adjustments under Section 504.
- 2. Further, even in the case where a student with a disability does not need any special education or related services, or any modifications to the District's policies, procedures, or practices, the student remains protected by the general nondiscrimination provisions found within Section 504, Title II of the Americans with Disabilities Act, state law, and District policy.

G. Relationship between Section 504 and pre-referral intervention strategies.

- 1. The Board encourages the identification and use of individualized interventions that address the unique needs of a student.
- 2. A regular education intervention plan can be appropriate for any student who does not have a disability, and who is not suspected of having a disability, but who is facing challenges in school. However, such pre-referral assistance and interventions must not be intended to impede or to serve as a substitute for necessary referrals, evaluations, and eligibility determinations under the IDEA and/or Section 504.

LEGAL REF.: Wisconsin Statutes

Sections 118.13 [Student discrimination prohibited] 118.30(2)(b)1 [Testing of students with disabilities]

121.53(3) [Transportation for students with disabilities]

Chapter 115, Subchapter V [Educational programs and services for students with disabilities]

Wisconsin Administrative Code

PI 11 [Rules governing educational programs and services for students with disabilities]

POLICY 6421

SECTION 504 PLANS AND SERVICES FOR STUDENTS WITH DISABILITIES

Page 4

PI 16 [Testing of students with disabilities; state-required tests]

Individuals with Disabilities Education Act [Educational programs and services for

students with disabilities]

Section 504 of the Rehabilitation Act of 1973 $\frac{1}{1}$ [Accommodating the needs of

handicapped students]

[Disability discrimination; reasonable

accommodations]

Title II of the Americans with Disabilities Act [Disability discrimination; reasonable

accommodations]

CROSS REF.: 3511, Transportation

5110, Equal Educational Opportunities 5260, Open Enrollment – Full Time 5270, Open Enrollment – Part Time

5475, Discipline of Students with Disabilities

6100, Mission, Vision, Goals, Results 6330, Privacy Rights in District Programs

6422, Homebound Instruction

6427, Individual and Remedial Services

6432, Class Size

6456, Graduation Requirements 6460, Testing/Assessment

ADMINISTRATIVE REGULATIONS: None

AFFIRMED:

REVISED: January 29, 2002

March 26, 2013 December 10, 2024

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Kenosha Unified School District

Kenosha, Wisconsin

January 28, 2025

POLICY 6311-DISTRICT READING GOALS AND EARLY LITERACY PROGRAM

Currently, Kenosha Unified School District does not have a District Reading Goals and Early Literacy Program policy. Creation of this policy addresses requirements found in State of Wisconsin Assembly Bill 321, 2023 Act 20 related to formal district reading goals, annual evaluations of the reading curriculum, student reading readiness assessments, and a district early literacy remediation plan.

The proposed School Board Policy 6311 is based upon State of Wisconsin Assembly Bill 321, 2023 Wisconsin Act 20, and the WASB Policy Resource Guide, which require the following:

- A mandate to develop a program of reading goals for the district for grades kindergarten to 12. See section <u>118.015(4)(a)</u>.
- A mandate to assess existing reading needs in grades kindergarten to 12 in the district based on the reading goals. See section <u>118.015(4)(b)</u>.
- A mandate to make an annual evaluation of the reading curriculum of the school district. See section 118.015(4)(c).
- A mandate to implement a new, comprehensive program of student assessment, intervention, and monitoring in connection with the curricula and instruction that a district provides for early literacy, focused primarily on four-year-old kindergarten through grade 3. See section 118.016.
- A mandate to establish an early literacy remediation plan for grades 5-year-old kindergarten to 3. See section <u>118.016(6)</u>. The plan must be posted on the school district website. See section 118.016(4)(d).

Recommendation

Administration recommends that the Board of Education approve Policy 6311 District Reading Goals and Early Literacy Program as a first reading at the regular School Board meeting on January 28, 2025 and second reading at the regular School Board meeting on February 25, 2025.

Dr. Jeffery Weiss Mrs. Mary Hoover

Superintendent of Schools Coordinator of English Language Arts Elementary

Mrs. Wendy Tindall Mr. Che Kearby

Chief Academic Officer Coordinator of English Language Arts Secondary

POLICY 6311 DISTRICT READING GOALS AND EARLY LITERACY PROGRAM

A critical overall objective for the District's reading program—through the District's educational programs, curricula, instructional methods, intervention strategies, and professional development activities—is to enable the District's educators to provide effective instruction in reading and literacy for all students, including providing timely and appropriate learning assistance to any student who may be experiencing difficulty with reading and related literacy skills.

District Reading Goals

The District shall maintain reading goals for kindergarten to grade 12. Any changes to the District's reading goals shall be approved by the Board.

- 1. Upon a request made by the Board or at any other time that the District administrator determines that it would be beneficial or prudent for the District to revisit its existing goals, the District administrator shall propose specific amendments to the District's reading goals for the Board's consideration.
- 2. In developing a proposal to maintain or modify specific District reading goals, the District administrator or a designee shall solicit input from the District Guiding Coalition and the District English language coordinators.
- 3. Following approval by the Board, the District's current reading goals shall be a component of the District's annual evaluation of the reading curriculum and the District's regular and ongoing assessment of reading-related needs across all instructional levels.

Annual Evaluation of the Reading Curriculum

The District administrator shall ensure that the District completes an annual evaluation of the District's reading curriculum using a process that includes the direct involvement of the District English language arts coordinators.

- 1. Ensure that a written executive summary of the results of the annual evaluation is prepared.
- 2. Ensure that the executive summary is provided to the members of the School Board.

At the discretion of the District administrator or if scheduled as an agenda item by the Board president or upon a specific agenda decision made by the Board, the District administrator shall make appropriate arrangements for the Board to consider the results of the annual curriculum evaluation at a Board meeting.

POLICY 6311 DISTRICT READING GOALS AND EARLY LITERACY PROGRAM Page 2

State-Mandated Early Literacy Reading Readiness Assessments

The District administrator or a designee who is licensed either as a reading specialist or as an administrator with curricular and instructional responsibilities shall determine the annual dates (or date ranges) during which the District will administer the early reading screening assessments required by state law and establish procedures to facilitate and monitor the timely administration and scoring of the screening assessments and, as applicable, any state-mandated reading diagnostic assessments. All District-selected dates for the administration of reading readiness assessments must meet the timing parameters found in state law.

The references to state-mandated reading readiness assessments in this policy should not be interpreted to prohibit the use or administration of additional assessments, evaluations, or diagnostic resources that are intended to facilitate the District's compliance with its obligations to identify, diagnose, provide interventions/services, and monitor the progress of students who are experiencing difficulty with reading.

Early Literacy Remediation Plan

The District will maintain a written, Board-approved Early Literacy Remediation Plan, which shall be developed under the oversight of the District administrator. The District administrator shall ensure that at least one licensed reading specialist or other licensed administrator who has direct professional training in the measurement of students' reading skills and the diagnosis of reading difficulties is directly involved in formulating the substantive content of the plan, including any future substantive amendments. Board approval of substantive plan amendments is required.

LEGAL REF.: Wisconsin Statutes

- 118.015—Reading instruction, early literacy curricula and instructional materials, district reading goals, and annual reading curriculum evaluation
- 118.016—Reading readiness assessments and interventions, mandatory early literacy remediation plan
- 118.30(1g)(a)1—Board adoption of academic standards (including in reading)
- 121.02(1)(c)—School district standards, remedial reading and interventions
- 121.02(1)(k)—School district standards, curriculum plans
- 121.02(1)(4)—School district standards, annual third grade standardized reading test

POLICY 6311 DISTRICT READING GOALS AND EARLY LITERACY PROGRAM Page 3

CROSS REFERENCE:

- 6100 Mission, Vision, Core Values and Strategic Goals
- 6320 Instructional Program Adoption, Implementation and Review
- 6300 Curriculum Development and Improvement
- 6310 Elementary School Curriculum
- 6425 Multilingual Learners
- 6427 Individual and Remedial Services
- 6452 Student Progress Reporting
- 6460 Testing/Assessment
- 6610 Selection of Instructional Materials

ADMINISTRATIVE REGULATIONS: PI 8.01(2)(c)—School district standards, remedial reading and interventions
PI 8.01(2)(k)—Curriculum plan requirements for school districts

AFFIRMED: February 25, 2025

REVISED:

Kenosha Unified School District Kenosha, WI

January 28, 2025

KUSD Early Literacy Remediation Plan

In order to comply with the requirements of Act 20, Teaching and Learning has developed KUSD's Early Literacy Remediation Plan. This plan outlines the following:

- Strategic Early Literacy Assessment
 - o Additional Diagnostic Assessments to Inform Instruction
 - o Parent/Caregiver Communication of Screener and Diagnostic Results
- Student Supports
 - Reading Plans
 - Tier 3 Interventions
 - Wisconsin's Informational Guidebook on Dyslexia and Related Conditions
 - Promotion Policy
 - Summer Reading Support
 - o Exit Criteria
- Parent Notification
 - Assessment
 - Personal Reading Plan

As the state develops more detail within these requirements, this remediation plan will become more specific. This plan will also be made public on our website.

Dr. Jeffery Weiss Superintendent of Schools

Mrs. Wendy Tindall Chief Academic Officer

Mrs. Mary Hoover Coordinator of English Language Arts Elementary



Early Literacy Remediation Plan

Section 1: Introduction

Kenosha Unified School District Early Literacy Plan

Publication date: January 9, 2025

District Mission:

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

District Vision:

To be Wisconsin's top performing urban school district that is highly regarded for continuously exceeding all expectations.

District's 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.

District Goal 1: Student Achievement

By spring 2027, the district will increase the percentage of students scoring proficient or advanced in reading and math by 12% as measured by the state assessment.

Strategy 1: Ensure that all students receive high-quality instruction, grade level content, deep engagement and high expectations through the effective use of data.

Link to plan in additional languages: Forthcoming February 2025

Universal Approach to High Quality Instruction

Links to standards:

- Wisconsin Standards for English Language Arts, DPI 2020
- Wisconsin Essential Elements for English Language Arts, DPI 2022
- Wisconsin Model Early Learning Standards Fifth Edition
- The 2020 Edition | WIDA

Literacy instruction in KUSD is centered around evidence-based practices that allow for rigorous instruction, opportunities for high levels of student engagement and differentiation to scaffold and support all learners. These practices are steeped in quality assessments that inform instruction. Teachers utilize high quality curricular tools to be responsive to the needs of the students in front of them.

Section 2: Strategic Early Literacy Assessment

Students in Kenosha Unified School District will take the statewide literacy screener *Pearson aimswebPLUS* three times per year. This assessment will identify students who may be at risk of not meeting the standards. Three benchmark assessment windows will take place during the school year including:

- Beginning of the Year (BOY) September-October
- Middle of the Year (MOY) December-January
- End of the Year (EOY) April-May

The charts below show the specific assessments that will be given in each grade level during the assessment window.

Administration	PK	Kindergarten	1st Grade	2nd Grade	3rd Grade
Beginning of Year (BOY)	Initial Sound Fluency Phoneme Segmentation	Initial Sound Fluency Auditory Vocabulary Letter Naming Fluency Letter Word Sounds Fluency	Phoneme Segmentation Auditory Vocabulary Letter Word Sounds Fluency Oral Reading Fluency	Vocabulary Oral Reading Fluency	Vocabulary Oral Reading Fluency
Middle of Year (MOY)	Not Assessed	Initial Sound Fluency Auditory Vocabulary Letter Naming Fluency Letter Word Sounds Fluency	Auditory Vocabulary Oral Reading Fluency	Vocabulary Oral Reading Fluency	Vocabulary Oral Reading Fluency
End of Year (EOY)	Initial Sound Fluency Phoneme Segmentation	Initial Sound Fluency Auditory Vocabulary Letter Naming Fluency Letter Word Sounds Fluency 48	Auditory Vocabulary Oral Reading Fluency	Vocabulary Oral Reading Fluency	Vocabulary Oral Reading Fluency

Diagnostic Literacy Assessments

Diagnostic assessments will be administered to students who score below the 25th percentile on the universal screener or who are referred for additional testing by a teacher or parent/caregiver. Act 20 requires that a diagnostic assessment include all of the specific literacy subskills enumerated in Act 20 and meets the technical specifications in Act 20 (i.e., a sensitivity rate of 70%, a specificity rate of at least 80%, and includes a growth measure).

Name the diagnostic that your district is using to meet this requirement

✓ aimswebPlus

Rationale: aimswebPlus was selected because it met the criteria for both sensitivity and specificity.

KEY

	Assessed in Screening
	Assessed using an aimswebPlus Grade Level Measure
	Assessed using an aimswebPlus "out of level" or Survey Level Assessment

Area of Literacy	aimswebPlus Diagnostic Assessments			
•	К	1	2	3
Phonemic Awareness	Initial Sounds	Phoneme Segmentation	Phoneme Segmentation	Phoneme Segmentation
Phonological Awareness	Letter Word Sound Fluency	Letter Word Sound Fluency	Letter Word Sound Fluency	Letter Word Sound Fluency
Decoding Skills	Letter Word Sound Fluency	Letter Word Sound Fluency OR Nonsense Word Fluency	Letter Word Sound Fluency OR Nonsense Word Fluency	Letter Word Sound Fluency OR Nonsense Word Fluency
Alphabet Knowledge	Letter Naming Fluency	Letter Naming Fluency	Letter Naming Fluency	Letter Naming Fluency
Letter Sound Knowledge	Letter Word Sound Fluency	Letter Word Sound Fluency	Letter Word Sound Fluency	Letter Word Sound Fluency
Oral/Vocabulary	Auditory Vocabulary	Auditory Vocabulary	Vocabulary	Vocabulary
Rapid Naming	Letter Naming Fluency	Letter Naming Fluency	Letter Naming Fluency/RAN	Letter Naming Fluency/RAN
Word Recognition	Word Reading Fluency	Word Reading Fluency	Word Reading Fluency	Word Reading Fluency
Spelling	Spelling	Spelling	Spelling	Spelling
Listening Comprehension	Listening Comprehension	Listening Comprehension	Listening Comprehension	Listening Comprehension
Oral Reading Fluency	Not developmentally appropriate	Oral Reading Fluency	Oral Reading Fluency	Oral Reading Fluency
Reading Comprehension	Not developmentally appropriate	ORF is a predictor of reading comprehension	Reading Comprehension	Reading Comprehension

Additional Diagnostic Assessments to Inform Instruction

In certain instances, additional information is needed to pinpoint specific skill needs and to inform instructional practices. At Kenosha Unified School District, we use a range of assessments to gather that information.

Skill	Definition	District Diagnostic Assessment	
Phonological Awareness	From ACT 20: including word awareness, rhyme recognition, repetition and creation of alliteration, syllable counting or identification, onset, and rime manipulation.	Heggerty Phonological Awareness	
Phonemic Awareness	From ACT 20: including phoneme identification, isolation, blending, segmentation, addition, substitution, and deletion.	 Heggerty Phonemic Awareness Heggerty Bridge the Gap Assessment The PAST Assessment (Grades 3+) 	
Decoding	Ability to translate a word from print to speech (written words into vocal speech), usually by employing knowledge of sound symbol correspondences. Also considered the act of deciphering a new word by sounding it out. (Smartt and Glaser, p. 248)	CORE Phonics Survey	
Word Recognition	In testing terms, generally refers to the automatic reading of words (within 2 seconds). Informal measure of orthographic mapping progress. "Quick identification (recognition) of previously learned words and its meaning". (Smartt and Glaser, p. 255)	 San Diego Quick Assessment of Reading Ability CORE Graded High- Frequency Word Survey Word Study Module Assessments 	
Alphabet Knowledge/ Letter Name Knowledge	Letter name knowledge (along with letter sounds and phoneme awareness) predicts future grade-level performance on norm-referenced tests. (Smartt and Glaser, p. 88).	 Heggerty Letter ID Assessment CORE Phonics Survey 	
Letter Sound Knowledge	Letter/sound fluency. The ability to quickly say the sound associated with the letter.	 Heggerty Letter Sound Assessment CORE Phonics Survey 	
Oral Language, Vocabulary,	Oral Language is inclusive of phonology, semantics, grammar, and pragmatics. Language: Refers to developing a system of words and word combinations to communicate softh others	CORE Vocabulary Assessment Gr. 1-8) (can be given orally)	

Oral Reading Fluency	through speaking and listening (Foorman et al., 2016; Kosanovich et al., 2020). Expressive and Receptive language Vocabulary: Set of words for which students know the meanings when others speak or read aloud to them or when they speak to others. (Core Teaching Reading Sourcebook, p. 408) Reading grade level text (usually) with appropriate rate, accuracy, and prosody. Meeting benchmark requirements by grade level in accuracy and words correct per minute (WCPM). Highly correlated with reading comprehension. (Smartt and Glaser, p. 131)	CORE Oral Reading Fluency Assessment
	NOTE: Fluency is not recommended for all students; Act 20 includes it as a subskill 'when appropriate'; aimswebPLUS matrix recommends beginning measuring ORF in 1st grade.	
R.A.N Rapid Automatic Naming	Refers to the skill of being able to rapidly name basic - presumably automatic - information (letters, colors, numbers, objects). Students who are slower than average in their naming speed for this kind of automatized information typically struggle with reading. Currently, there is no research on intervention with RAN. However, some data suggest that children with rapid naming problems who are efficient with other aspects of the reading process (e.g., phoneme awareness, letter-sound skills, phonological working memory, oral blending, and oral comprehension) develop a pattern of slow, accurate reading with good comprehension. Also, several studies show that with improvements in phoneme awareness and word-level reading, RAN spontaneously improved. (Kilpatrick, Equipped for Reading Success, 2016, p. 264)	• Acadience
Spelling	Early spelling samples provide clues about how well students segment phonemes in the words they spell. Teachers watch for evidence of segmentation, omission, and substitution of phonemes, which can help them plan for targeted instruction. (Smartt and Glaser, p. 63-64)	 Words Their Way Primary Spelling Inventory Words Their Way Elementary Spelling Inventory Jan Richardson's Word Inventories

Parent /Caregiver Communication of Screener and Diagnostic Results			
Statewide 4K Fundamental Skills Screening Assessment Pearson aimswebPLUS (phonemic awareness & letter-sound knowledge)	Parents and caregivers can expect to receive a letter within 15 days of the scoring of the statewide early literacy screener.		
	Reports will be sent twice per year in the fall and spring.		
Statewide 5K-3 Universal Screener Pearson aimswebPLUS (phonemic awareness, letter-sound knowledge, alphabetic knowledge, decoding & oral vocabulary)	Parents and caregivers can expect to receive a letter within 15 days of the scoring of the statewide early literacy screener.		
	Reports will be sent twice per year in the fall, winter and spring.		

Section 3: Student Supports

Reading Plans

Once assessment information is gathered and analyzed, a Personal Reading Plan (PRP) is identified for each student that qualifies for one based on the aimswebPlus Screener results. Students who score below the 25th percentile on the screener will receive a personalized reading plan. Each plan includes a description of the instruction, the indicators used to designate the plan, the goal, the skills that are expected to be mastered, the measure used to monitor progress, the criteria for exiting the plan, and information about dyslexia.

The school will provide a copy of the PRP to families via Infinite Campus no later than the third Friday in November or within 10 days of subsequent screener or diagnostic assessment requested by parent/teacher.

Each student's Personal Reading Plan will include a plan to monitor progress in the intervention that the student is participating in. Progress monitoring will be done once per week in either aimswebPlus or Fastbridge.

Name of Reading Plan	Area(s) of Reading Addressed	Description of Intervention	Progress Monitoring	Grade Level
Early Phonemic Awareness + Letter Sounds	✓ Phonological awareness ✓ Phonemic awareness ☐ Decoding ☐ Word Recognition ✓ Alphabet Knowledge ☐ Oral Language and Vocabulary ☐ Oral Reading Fluency ☐ Comprehension	This plan will support early phonemic awareness skills of beginning sound isolation, blending and segmenting onsets and rimes (c – at, cat), letter recognition and matching letters to sounds. The Structured Literacy Plan components: 1. Phonemic Awareness Rhyme, Blend, Segment and Isolate Sounds 2. Letter Naming/Letter Sound Routines	 Letter Naming Letter Word Sound Fluency 	K-3
Basic Phonemic Awareness +	 ✓ Phonological awareness ✓ Phonemic awareness ✓ Decoding ☐ Word Recognition 	This plan will support basic phonemic awareness skills of blending and segmenting words with 3 sounds, segmenting words in \$2 sounds (3 sounds (c-a-t)) and	Nonsense Word Fluency	K-3

CVC Decoding	✓ Alphabet Knowledge □ Oral Language and Vocabulary □ Oral Reading Fluency □ Comprehension	decoding one-syllable words. The Structured Literacy Plan components: 1. Phonemic Awareness: Blend, Segment and Isolate Sounds 2. Sound by Sound Blending Routine 3. Read CVC Decodable Texts & Write CVC Words		
Reading with Long Vowel Patterns + High Frequency Words	□ Phonological awareness □ Phonemic awareness ✓ Decoding ✓ Word Recognition □ Alphabet Knowledge □ Oral Language and Vocabulary □ Oral Reading Fluency □ Comprehension	This plan will support decoding (solving) words with long vowel patterns (CVCe, CVVC), blending 3-5 sound words with digraphs (sh, ch, th) and consonant blends at the beginning and end of words. The Structured Literacy Plan components: 1. Phonemic Awareness: Substitute and Manipulate Sounds 2. Continuous Blending Routine/Dictation Routine (Reading & Spelling) 3. Explicit Long Vowel Pattern Routine 4. High-Frequency Word Routine 5. Read CVCe/ CVVC Decodable Texts	 Word Reading Fluency Oral Reading Fluency 	1-3
Decoding with Multisyllabic Words & Other Vowel Patterns	□ Phonological awareness □ Phonemic awareness ✓ Decoding ✓ Word Recognition □ Alphabet Knowledge □ Oral Language and ∨ocabulary □ Oral Reading Fluency □ Comprehension	This plan will support decoding two-syllable words and words with mixed vowel patterns such as r-controlled and diphthongs (such as oy, ou). The Structured Literacy Plan components: 1. Syllable Type Practice 2. Explicit Vowel Pattern Routines 3. Decoding Big Word Strategy 4. Read Multi-Criteria Text 5. Spell accurately	Oral Reading Fluency	2-3
Reading Fluently	□ Phonological awareness □ Phonemic awareness □ Decoding ✓ Word Recognition □ Alphabet Knowledge □ Oral Language and Vocabulary ✓ Oral Reading Fluency □ Comprehension	This plan will support the accurate and automatic reading of text. The instruction will build to an appropriate reading rate. The Literacy Plan components: 1. Preview Text 2. First Read 3. Direct Instruction and Feedback 4. Repeated Reading	Oral Reading Fluency	1-3
Reading Comprehension & Expanding Vocabulary	□ Phonological awareness □ Phonemic awareness □ Decoding □ Word Recognition □ Alphabet Knowledge ✓ Oral Language and Vocabulary □ Oral Reading Fluency ✓ Comprehension	The student will discover new kinds of words and how they relate to each other, and they will build a complex network of words to choose from when speaking or writing. The student will learn to retell and summarize throughout the reading process to monitor their understanding. The student will learn to read carefully and apply specific strategies before, during and after reading. The Literacy Plan components: 1. Vocabulary Routine 2. Read multi-criteria text 3. Summarize key details/points 4. Discuss Comprehension Strategy Questions 5. Write about Reading	Reading Comprehension	2-3

[▲] Denotes that a Spanish plan exist to be used at Kenosha School of Language, where instruction is provided in that language.

Tier 3 Interventions

The following evidence-based interventions provide explicit and systematic instruction and are available for students who qualify. Decisions regarding more intensive interventions are made by the school Tier 3 Team.

Literacy skill(s)	Intervention strategy or resource(s)	
Phonemic Awareness Phonics	UFLI: University of Florida Institute Foundations Toolbox	Weekly Assessment that includes:
Phonemic Awareness Phonics	SIPPS: Systematic Instruction in Phonological Awareness, Phonics and Sight Words (Includes SIPPS Learning Letter Names)	Mastery Checks after every 5 or 10 lessons depending on the system the intervention is provided in. The assessment includes: • Letter Sounds • Reading decodable words • Reading regular and irregular sight words Teachers also administer regular fluency assessments to measure accuracy and automaticity
Decoding Word Solving Spelling Oral Reading Fluency Comprehension Writing About Reading	RISE Intervention: Reading Inspires Students to Excel (Includes RISE UP Intervention)	Weekly Assessment that includes:
Phonemic Awareness Phonics	Bridge the Gap + Rime Magic + Decodable Combo	Weekly Assessment that includes: • Phonemic Awareness • Spelling Inventory • Oral Reading Fluency

Wisconsin's Informational Guidebook on Dyslexia and Related Conditions

To provide more insight and guidance around dyslexia, please refer to the Wisconsin Dyslexia Guidebook. Wisconsin Dyslexia Guidebook (revision available by September 1, 2024)

Promotion Policy

The Kenosha Unified School District Policy will be created and published by July 1 of 2025. Implementation of this plan will begin on September 1, 2027.

Summer Reading Support

The Kenosha Unified School District Summer School Intensive Support Opportunities will be available prior to the start of the 2026 summer school session. Summer reading will be targeted to support students performing below the 25% tile.

Exit Criteria

Each Personal Reading Plan includes both an exit criteria for that particular plan as well as criteria for exiting the need for a plan altogether. A school team will consider multiple factors when dismissing a student from receiving a plan. The factors a school team should consider are:

- Whether the student has scored at or above the 25th Percentile on the Screener in the areas identified for Adequate Grade Level Progress (Phoneme Segmentation and Nonsense Word Fluency for Kindergarten and Oral Reading Fluency for first through third grades)
- Student performance on other district or state assessments (i.e., MAP, Forward)
- Classroom Based Measures that demonstrate the goals listed in the plan
- Collaborative agreement that the student has mastered the goals related to the reading plan

Section 4: Parent Notification

Assessment

Screener and Diagnostic assessment results will be communicated to parents through their Infinite Campus Parent Portal no more than 15 days after the completion of the assessment. The parent report will include:

- The student's overall score on the assessment
- The student's score in each early literacy skill category assessed by the assessment
- The student's percentile rank score on the assessment
- The definition of "at risk" and the score on the reading readiness assessment would indicate the student is "at risk".
- A parent-friendly description of the literacy skills the reading readiness assessment is designated to measure

Personal Reading Plan

For students that receive a Personal Reading Plan, parents should expect the following communication from the school:

- Email notification of screening results
- Access to aimswebPlus screening results via the Infinite Campus Parent Portal
- Email notification of a Personal Reading Plan
- Access to their student's Personal Reading Plan via the Infinite Campus Parent Portal
- Request to acknowledge their student's Personal Reading Plan via electronic signature in the Infinite Campus Parent Portal
- Access to the Family History Survey via the Survey section in the Infinite Campus Parent Portal

Strategic Use of Data

The Kenosha Unified School District values continuous improvement in literacy practice. Each year the district as a whole and each elementary school in the district will analyze the screener and diagnostic assessment data, MAP Growth assessment data, and Wisconsin Forward data to create or adjust literacy-based improvement within their School Improvement Plans for the upcoming year.

KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 28, 2025

CLOSED SCHOOL SITES REDEVELOPMENT AGREEMENT & RELOCATION OF HILLCREST SCHOOL

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. The vacated buildings were:

- KTEC-East
- KTEC-West
- McKinley Elementary School
- Jefferson Elementary School
- Kenosha eSchool (former Jefferson Annex)
- Dimensions of Learning
- Washington Middle School

KUSD staff had numerous meetings with the City of Kenosha, specifically former Mayor Antaramian, current Mayor David Bogdala, City Administrator John Morrissey, City Development Director Tim Casey, and City Attorney Matt Knight to discuss possible redevelopment options for each of the sites listed above. We focused our attention on the seven schools on the list, but also included the Hillcrest site in the discussion because of the potential of moving that school to the former Wilson Elementary School building.

Administration felt strongly that the disposition of the vacated school buildings should be done as a joint venture between KUSD and the City of Kenosha. There were several reasons for this including:

- The City owns the KTEC-East building/site.
- The City has authority over any rezoning of the properties from something other than the current Institutional-Park zoning classification which is very limiting in regards to the types of uses allowed.
- The City will play a role in helping ensure that prudent decisions are made as it relates to the appropriate use especially in the context of the neighborhoods that those sites are located in.

- In some cases, demolition of the building was the option of choice for both the City and KUSD. The City has much greater experience in building demolition, and managing the process when those buildings are in more residential type neighborhoods or along primary thoroughfares.
- Both parties need to be good stewards for our taxpayers to get good value for those assets and minimize losses for any sites that may be liabilities, and to not make decisions that may have a negative impact on the public school district that our taxpayers are funding and so many rely on for services.
- It allowed including some of the sites into existing or new Tax Incremental Districts
 where TID funds could be used to support possible redevelopment. Those funds
 can help with remediation and demolition, site infrastructure improvements to
 support redevelopment, etc.

It was our belief that the redevelopment of the buildings should be done as a packaged arrangement as there are some buildings that the City had strong opinions on and others that they did not. The exception was the Dimensions of Learning building which KUSD sold separately on September 28, 2024.

Proposed Agreement:

The attachment to this report is the proposed agreement between KUSD and the City. It was developed in recent months by the City Attorney with a great deal of input by the City and KUSD administrations as well as our legal counsel. The agreement was approved by the City Common Council at its October 21, 2024 meeting. Here are some of the key aspects of the agreement:

- The majority of sites will transfer in ownership from KUSD to the City of Kenosha for redevelopment by the City.
- The City will assume all of the costs associated with redevelopment of each of those sites.
- The KTEC-East site will transfer in ownership from the City to KUSD after building demolition takes place. The costs associated with the demolition of the building and redevelopment of the site will be funded by KUSD using funds associated with the KTEC school, and possibly supplemented with other funding.
- With the exception of the Jefferson Elementary and KTEC East properties, any
 profit from the redevelopment and sale of the properties above the costs related to
 the redevelopment of the sites will be shared equally between KUSD and the City.
- The City will retain any profits from the redevelopment of the Jefferson site in exchange for KUSD gaining the KTEC East property to support the operations of the KTEC school.

 A Restrictive Covenant will carry with the properties transferring in ownership to the City prohibiting the use of the properties for the operation of a K-12 school or institution that provides programming where attendance would qualify as a state requirement in lieu of attendance at a KUSD school, program or institution.

Hillcrest Relocation:

One of the things discussed during the Rightsizing effort and the subsequent development of the redevelopment plan was the disposition of the previously closed Wilson Elementary School building. Most of discussions centered around the relocation of the Hillcrest School to that site, and the redevelopment agreement reflected that possibility. There are several reasons that support this move including:

- Size of the building The Wilson building is 1.7 times larger than Hillcrest 38,200 to 22,405 square feet. Although, we will continue to use a portion of the building for district storage.
- Quality of construction Hillcrest was built as a small country school and was designed with some less than ideal features such as low ceiling heights, a non-ADA compliant ramp separating the two wings of the school, and only a single boiler for the school.
- Accessibility The Wilson building although constructed long before the Americans with Disabilities Act (ADA) is a very accessible building.
- Age and quality of HVAC system As previously mentioned Hillcrest only has one boiler which poses a risk for school cancellation if that boiler fails during the winter. In addition, it is 22 years old versus the boilers at Wilson which are only 4 years old.
- Potential resale of site The Hillcrest site has excellent potential for redevelopment and could net a greater profit if redeveloped than the Wilson site.

Both sites are very nice and large, and both schools have had other improvements such as window replacements and controlled entrances.

There would be some minor cost items associated with the conversion of the former Wilson Elementary building into Hillcrest including exterior signage, adding some additional shatter-resistant film, and the covering of some interior glass for student safety purposes. Those costs would be funded by existing budgets.

Administration Recommendations:

Administration recommends Board approval of the attached exchange of real property agreement with the City of Kenosha for the vacated former school sites as described in

this report. Furthermore, Administration recommends the relocation of the Hillcrest School to the former Wilson Elementary building.

Dr. Jeffrey Weiss Superintendent of Schools

William Haithcock Chief of School Leadership Tarik Hamdan Chief Financial Officer

Patrick Finnemore, PE Director of Facilities

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

By And Between

THE CITY OF KENOSHA, WISCONSIN, A Wisconsin Municipal Corporation,

And

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, A Wisconsin Common School District, 3600 - 52nd Street, Kenosha, Wisconsin 53144

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY ("Agreement"), is made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 - 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as "CITY", and KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, a Wisconsin Common School District organized and existing under the laws of the State of Wisconsin, having its principal office at 3600 - 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "KUSD". This Agreement shall become effective upon approval and execution by the parties. The effective date shall be the date of last execution ("Effective Date").

WITNESSETH:

WHEREAS, CITY presently owns and holds fee simple title to that certain property, located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is more particularly described on Exhibit "A" (hereinafter "the City Property"), attached hereto and incorporated herein by reference; and,

WHEREAS, KUSD presently owns and holds fee simple title to those certain properties, located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is more particularly described on Exhibit "B" (hereinafter "the KUSD Properties"), attached hereto and incorporated herein by reference; and,

WHEREAS, the exchange of the City Property to KUSD and the KUSD Properties to the City is beneficial to both parties in order to best use, repurpose and redevelop these buildings and parcels of land.

- **NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, each being represented by legal counsel, and intending to be legally bound hereby, as follows:
- 1. **EXCHANGE.** CITY hereby agrees to convey the City Property to KUSD, and KUSD hereby agrees to convey the KUSD Properties to CITY for and in consideration of, and upon and subject to, the terms, covenants and conditions hereinafter set forth.

2. CONVEYANCE.

- **a.** CITY Conveys to KUSD. CITY shall convey to KUSD, good, marketable, and insurable title to the City Property, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed"), in a customary format by a date mutually agreed to by the Parties. This transfer includes all rights of any kind relating to such real estate, and includes all rights to further improve, design or engineer changes to the parcels as KUSD sees fit, subject to applicable law. In all other respects, the real estate is conveyed in its current conditions, "as is, with all faults", except as specifically set forth in the Agreement. Recording fee will be paid by KUSD.
- b. KUSD Conveys to CITY. KUSD shall convey to CITY, good, marketable and insurable title to the KUSD Properties, by delivery of fully executed and acknowledged Quit Claim Deeds ("Deeds") in a customary format by a date mutually agreed to by the Parties. This transfer includes all rights of any kind relating to such real estate, and includes all rights to further improve, design or engineer changes to the parcels as CITY sees fit, subject to applicable law and subject to the restrictive covenants recorded against the KUSD Properties, which the CITY acknowledges. In all other respects, the real estate is conveyed in its current conditions, "as is, with all faults", except as specifically set forth in the Agreement. Recording fee will be paid by CITY.

3. TITLE INSURANCE.

- a. CITY To Provide Title Insurance. CITY shall provide KUSD with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to KUSD a standard ALTA Owner's Policy of Title Insurance in an amount mutually agreed to by the Parties, insuring good and marketable title to the Property (expressly including all appurtenant easements and other appurtenances thereto).
- **b.** KUSD To Provide Title Insurance. KUSD shall provide CITY with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to CITY a standard ALTA Owner's Policy of Title Insurance an amount mutually agreed to by the Parties, Dollars, insuring good and marketable title to the Properties (expressly including all appurtenant easements and other appurtenances thereto), subject only to the Permitted Exceptions.

4. OBLIGATIONS OF THE CITY AND KUSD.

a. Obligations of the City.

- (1) Create 56th Street Redevelopment Project TID. CITY will take all appropriate and necessary steps to create a TID to support the demolition and redevelopment of the KTEC West and McKinlev Elementary sites.
- (2) Lincoln Elementary Lease Extension. Subject to the existing Lease terms, CITY shall permit KUSD's use and occupancy of the Lincoln Elementary parking lot and playground for the 2024-2025 school year until the commencement of the demolition of Lincoln Elementary School, at which time CITY will provide KUSD a notice to vacate to permit demolition of the Lincoln Elementary site as described herein. CITY shall waive lease payment due for the 2024-2025 school year.

- (3) Demolition. Within reasonable time agreed upon by the Parties from the date of last execution of this Agreement, CITY will request bid proposals for the demolition of Lincoln Elementary School and within 30 days of the bid deadline, select a qualified contractor to complete the demolition of Lincoln Elementary School. Upon receipt of demolition funding from KUSD, CITY will contract for, manage and complete the demolition of Lincoln Elementary School. Demolition shall be completed as soon as practicable after the receipt of the demolition funds from KUSD.
- (4) Street Vacation. Prior to the exchange of the Lincoln Elementary School property, CITY will vacate 68th Street between 17th Avenue and 18th Avenue with the associated city right of way.
- (5) Market Analysis. CITY will conduct real estate market analysis of the Washington Middle School property, the KTEC West property and the McKinley Elementary School Property to determine the best use of the properties and the cost of preparing the properties for redevelopment, including but not limited to the cost of demolition, related infrastructure and other required improvements.
- (6) Demolition. Upon transfer of title to CITY of the KTEC West, McKinley Elementary and Washington Middle School properties, CITY on CITY's schedule, shall undertake the demolition and abatement activities of any parking lot(s) and building(s) located on any of the subject properties and prepare the sites for redevelopment consistent with the results of the market analysis completed for each site. With the exception of the Lincoln Elementary School site which is subject to the funding requirements contained in section 4.b.(1) of this Agreement, CITY shall fund all costs of demolition through the use of TID funds. Should such funds not be immediately available, demolition shall occur at such time the TID funds become available.
- (7) Market and Development. Upon demolition, CITY holds all rights to further improve, design or engineer changes to the transferred parcels. CITY will develop and market all sites consistent with the completed market analysis for the subject site. This includes the installation of public infrastructure when necessary for development. CITY shall fund all costs of public infrastructure through the use of TID funds. Should such funds not be immediately available, improvements shall be installed at such time the TID funds become available. Alternatively, City may permit a developer to install necessary infrastructure pursuant to a development agreement for the site between the CITY and prospective developer.
- (8) Sale Proceeds. After reimbursement to CITY of all costs associated with the demolition, development, including installation of public infrastructure, and marketing of a site transferred to CITY, upon the sale of any subject site by the CITY to a third party, the CITY will share equally all sales proceeds realized for the site with KUSD.
- (9) Jefferson Elementary and Kenosha eSchool (Jefferson Annex). City shall not develop, promote, or permit the use of either site for a K-12 private, parochial or charter school use.
- (10) Hillcrest School. In the event that Hillcrest School is transferred to CITY pursuant to the terms of this Agreement, CITY shall proceed pursuant to the City's Obligations defined herein except that CITY may consider alternate funding for the demolition of the Hillcrest School property.

b. Obligations of KUSD.

- (1) Demolition Funding. Upon receipt of the demolition proposal selected by the CITY for the Lincoln Elementary School Property, KUSD will transfer to CITY sufficient funds to pay for the total cost of demolition of the Lincoln Elementary School Property. Demolition funds shall be transferred to CITY by KUSD within 30 days of KUSD's receipt of the demolition proposal. Demolition funds shall include contingency funding equal to ten percent of the demolition proposal. Any contingency balance remaining upon the payment of demolition contractors shall be reimbursed by CITY to KUSD. In the event of a change order in excess of the contingency fund is required, KUSD shall be responsible for such cost upon written notice.
- (2) Lincoln Elementary Lease Extension. If KUSD has timely complied with the demolition funding obligation contained in Section 4.b.(1), KUSD may utilize the Lincoln Elementary property playground and parking lot during the '24-'25 school year at no cost, subject to all other terms of the existing Lease, including but not limited to the Insurance and Indemnity provisions. KUSD will not occupy the Lincoln Elementary building during the '24-'25 school year. Upon written notice that the Lincoln Elementary demolition contract has been let, KUSD agrees to terminate use of the Lincoln Elementary property to permit site demolition.
- (3) TID Support. KUSD agrees to pledge its support for any TIDs existing or to be created in which any of the KUSD Properties are located, or would be located, to support the redevelopment of the properties.
- (4) Federal Government Lien Rights. KUSD shall resolve and satisfy any outstanding lien rights the United States Government may have in any of the KUSD Properties as the result of United States Government grants or loans received by KUSD and invested into the KUSD Properties. In the event that such lien rights remain unsatisfied, KUSD shall provide written notice to CITY of all outstanding interests held and any deed restrictions which may be the result of such outstanding liens. In the event such outstanding lien rights or deed restrictions are not satisfied or resolved to the satisfaction of CITY, KUSD shall release CITY from any obligations under this Agreement related to any KUSD Properties which remain encumbered.
- (5) Lincoln Elementary School Site. Upon transfer of title to KUSD of the Lincoln Elementary School property and the vacated portion thereof, KUSD will improve the site at KUSD's sole expense, to provide transportation access for pick up and drop off of students attending KTEC East, and installation of a playground for KTEC East. All improvements shall be constructed pursuant to city code, city approval and city permitting as required by law.
- (6) Sale Proceeds. KUSD subordinates any claims or interest in the sale proceeds from the KTEC West, McKinley Elementary and Washington Middle School properties to CITY until all costs associated with site preparation including, the demolition, development, marketing and sales costs have been reimbursed to the CITY. All accounting of costs and proceeds shall be site specific. KUSD agrees to share equally with CITY any sales profit related to any of the KUSD Properties after all CITY site preparation costs have been reimbursed in full. If there are proceeds remaining after the CITY has been reimbursed for all site associated costs, KUSD and CITY shall share proceeds equally.
 - (7) Hillcrest School. In the event that KUSD vacates Hillcrest School subject to

the terms of this Agreement, KUSD's Obligations defined in sections 4.b.(3),(4) and(6) herein shall apply.

5. CONDITIONS PRECEDENT OF CITY AND KUSD.

- a. City's Conditions Precedent. With respect to the Property, each and all of the obligations of the CITY to KUSD hereunder are subject, without limitation, to CITY'S satisfaction or waiver in writing of each and all of the following conditions precedent to the Closing of the Property on or before the dates therefor set forth below ("CITY'S Conditions Precedent").
- (1) Title Insurance Commitment. A Title Insurance Commitment for the City Property, at the cost and expense of KUSD, on or before a date mutually agreed to by the Parties, in the form required under Section 3 hereof, together with a copy of each document to which reference is made in such commitment, all of which (including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Property and the status of real estate taxes and levies and proposed or pending special assessments). On or before a date mutually agreed to by the Parties, CITY shall, in writing, accept the Title Insurance Commitment or reject the Title Insurance Commitment if not satisfactory to CITY.
- (2) Approval of 56th Street Redevelopment Project TID Creation. CITY's obligations are conditioned upon the Joint Review Board's approval of the creation of the 56th Street Redevelopment Project TID.
- (3) Waiver of Conditions Precedent. In the event that the CITY'S Conditions Precedent set forth above are not satisfied on or before the dates for the respective CITY'S Conditions Precedent set forth above and CITY does not elect to waive such CITY'S Conditions Precedent, CITY shall immediately deliver written notice to KUSD identifying the CITY'S Conditions Precedent that have not been satisfied or waived ("Objection Notice"). KUSD will then have a period of twenty (20) days from the receipt of such Objection Notice in which KUSD may cure the problems that prevent the CITY'S Conditions Precedent from being satisfied. Upon KUSD'S cure of such problems to the reasonable satisfaction of CITY, such CITY'S Conditions Precedent shall be deemed to be satisfied. If no Objection Notice is given during the time period specified above, then the CITY'S Conditions Precedent shall be deemed waived.
- **b. KUSD's Conditions Precedent.** Each and all of the obligations of KUSD to CITY hereunder are subject, without limitation, to KUSD'S satisfaction or waiver in writing of each and all of the following Conditions Precedent to the Closing of the Properties on or before the dates therefor set forth below ("KUSD'S Conditions Precedent").
- (1) Title Insurance Commitment. A Title Insurance Commitment for the KUSD Properties, at the cost and expense of CITY, on or before a date mutually agreed to by the Parties, in the form required under Section 3 hereof, together with a copy of each document to which reference is made in such commitment, all of which (including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Properties and the status of real estate taxes and levies and proposed or pending special assessments). On or before a date mutually agreed to by the Parties, KUSD shall, in writing, accept the Title Insurance Commitment or reject the Title Insurance Commitment if not satisfactory to KUSD.
 - (2) Waiver of Conditions Precedent. In the event that the KUSD'S

Conditions Precedent set forth above are not satisfied on or before the dates for the respective KUSD'S Conditions Precedent set forth above and KUSD does not elect to waive such KUSD'S Conditions Precedent, KUSD shall immediately deliver written notice to CITY identifying the KUSD'S Conditions Precedent that have not been satisfied or waived ("Objection Notice"). CITY will then have a period of twenty (20) days from the receipt of such Objection Notice in which CITY may cure the problems that prevent the KUSD'S Conditions Precedent from being satisfied. Upon CITY'S cure of such problems to the reasonable satisfaction of KUSD, such KUSD'S Conditions Precedent shall be deemed to be satisfied. If no Objection Notice is given during the time period specified above, then the KUSD'S Conditions Precedent shall be deemed waived.

6. TRANSFER OF PROPERTY

- a. City Property. Unless otherwise agreed by the Parties, the Transfer of the Lincoln Elementary School Property and vacated portion of 68th Street described herein from CITY to KUSD shall occur upon the completion of building demolition and the street vacation of 68th Street between 17th Avenue and 18th Avenue. The Parties shall mutually agree to a timeline which will afford adequate time for the work to be completed and will be least impactful on the future proposed use of the site by KUSD. At the Transfer, CITY shall deliver the following to KUSD: Quit Claim Deed to the property; transfer tax returns or similar forms as are required by Wisconsin law; affidavits and other certifications as may be reasonably requested by KUSD or the Title Company insuring title to more fully vest title to the property to KUSD and to permit the Title Company to issue its title insurance policy; a closing statement setting forth the debits and credits to CITY and KUSD in connection with the Transfer of the Property; as well as any other documents required bylaw.
- b. KUSD Properties. At the Transfer of any property, KUSD shall deliver the following to CITY: Quit Claim Deed to the property; transfer tax returns or similar forms as are required by Wisconsin law; affidavits and other certifications as may be reasonably requested by CITY or the Title Company insuring title to more fully vest title to the property to CITY and to permit the Title Company to issue its title insurance policy; a closing statement setting forth the debits and credits to KUSD and CITY in connection with the Transfer of the Property; as well as any other documents required by law. The Transfer of the KUSD Properties from KUSD to CITY shall occur as follows:
- (1) KTEC West. Unless otherwise agreed by the Parties, the Transfer of the KTEC West property from KUSD to CITY shall occur within 120 days from the last date of execution of this Agreement.
- (2) McKinley Elementary. Unless otherwise agreed by the Parties, the Transfer of McKinley Elementary property from KUSD to CITY shall occur within 120 days from the last date of execution of this Agreement.
- (3) Washington Middle School. Unless otherwise agreed by the Parties, the Transfer of Washington Middle School property from KUSD to CITY shall occur within 120 days from the last date of execution of this Agreement.
- (4) Jefferson Elementary. Unless otherwise agreed by the Parties, the Transfer of Jefferson Elementary property from KUSD to CITY shall occur concurrent with the Transfer of the Lincoln Elementary School property from CITY.

- (5) Kenosha eSchool (Jefferson Annex). Unless otherwise agreed by the Parties, the Transfer of Kenosha eSchool property from KUSD to CITY shall occur concurrent with the Transfer of the Lincoln Elementary School property from CITY.
- (6) Hillcrest School. In the event that KUSD vacates and relocates Hillcrest School any time prior to August 1, 2029, KUSD agrees to transfer the Hillcrest School property to the CITY. Unless otherwise agreed by the Parties, the Transfer of Hillcrest School property from KUSD to CITY shall occur within 120 days from the date KUSD vacates and relocates Hillcrest School.
- 7. KUSD'S REPRESENTATIONS AND WARRANTIES. KUSD hereby represents and warrants to CITY as follows, each of which representations and warranties shall survive the Transfer on the Property.
- a. KUSD Matters. KUSD is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with full right, power, and authority to enter into this Agreement and to perform all obligations of KUSD hereunder. This Agreement, the Deed, and all other documents to be executed and delivered by KUSD in connection with the transaction contemplated hereby, do and shall constitute the valid and legally binding agreements of KUSD, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby, nor the compliance by KUSD with the terms hereof, will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which KUSD is a party, or by which KUSD may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule or regulation. There are no suits filed or claims made, pending or threatened against KUSD or the Property that in any way jeopardize the ability of KUSD to perform its obligations hereunder. KUSD has not filed any petition, nor has any petition been filed against KUSD, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is KUSD or the Property the subject of any such action. KUSD is not insolvent, nor will it be rendered insolvent, by consummation of the transaction contemplated hereby.
- **b.** Violations. KUSD agrees to indemnify and hold CITY harmless from and against any and all liability, loss, cost, or expense arising in connection with any matter which is not as so represented and warranted, and CITY shall not have the duty to accept the Property if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of the Transfer.
- c. Site Design. KUSD acknowledges that the transfer of any KUSD property, which is subject to the terms of this Agreement, from KUSD to CITY includes all rights of any kind relating to such real estate, and includes all rights to further improve, design or engineer changes to the parcels as the CITY sees fit subject to the restrictive covenants recorded against the KUSD Properties, which the CITY acknowledges.
- **8. CITY'S REPRESENTATIONS AND WARRANTIES.** CITY hereby represents and warrants to KUSD as follows, each of which representations and warranties shall survive the Transfer:
- a. CITY Matters. CITY is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with the full right, power, and authority to enter into this Agreement and to perform all obligations of CITY hereunder. This Agreement and all other

documents to be executed and delivered by CITY in connection with the transaction contemplated hereby do and shall constitute the valid and legally binding agreements of CITY, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby nor the compliance by CITY with the terms hereof will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which CITY is a party or by which CITY may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule, or regulation. There are no suits filed or claims made, pending, or threatened against CITY that in any way jeopardize the ability of CITY to perform its obligations hereunder. CITY has not filed any petition, nor has any petition been filed against CITY, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is CITY the subject of any such action. CITY is not insolvent nor will it be rendered insolvent by consummation of the transaction contemplated hereby.

b. Violations. CITY agrees to indemnify and hold KUSD harmless from and against any and all liability, loss, cost or expense arising in connection with any matter which is not as so represented and warranted, and KUSD shall not have the duty to accept Property if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of the Transfer.

9. INDEMNIFICATION.

- a. CITY. CITY shall indemnify and hold KUSD harmless from and against all suits, causes of action, damages, liabilities or other obligations, (together with all costs, expenses and disbursements of any nature, including but not limited to, reasonable attorneys' fees and costs incurred by KUSD), resulting from any warranties and representations made hereunder being false, CITY failing to comply with any of its agreements, the negligence of CITY or its agents, employees or consultants relating to CITY'S due diligence activities or any conditions on Property created by CITY.
- **b.** KUSD. KUSD shall indemnify and hold CITY harmless from and against all suits, causes of action, damages, liabilities or other obligations (together with all costs, expenses and disbursements of any nature including but not limited to, reasonable attorneys' fees and costs, incurred by CITY), resulting from any warranties and representations made hereunder being false or KUSD failing to comply with any of its agreements.
- **10. NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to City: City Clerk/Treasurer,

Municipal Building, Room 105,

625 - 52nd Street,

Kenosha, Wisconsin 53140

with copies to: City Attorney

Municipal Building, Room 201

625 - 52nd Street

Kenosha, Wisconsin 53140

If to KUSD: KUSD Educational Support Center

Office of the Superintendent

3600 52nd Street

Kenosha, Wisconsin 53144

with copies to: KUSD Educational Support Center

Attn: Patrick Finnemore

3600 52nd Street

Kenosha, Wisconsin 53144

and KUSD Educational Support Center

Attn: CFO Tarik Hamdan

3600 52nd Street

Kenosha, Wisconsin 53144

11. ENTIRE AGREEMENT. It is expressly understood and agreed between the parties hereto that this Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter contained herein. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. It is specifically understood that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to) or agreements, contracts or understandings, whether oral or written, which may have taken place, or been in existence at any time between the parties.

- 12. AS IS CONDITION. Except for the representations set forth above, the Properties to be exchanged from the CITY to KUSD and from KUSD to the CITY are transferred in their respective "as is, with all faults" condition.
- 13. MODIFICATION. Neither this Agreement nor any term or condition hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.
- **14. HEADINGS.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 15. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- **16. DRAFTSMAN**. This Agreement is the result of arm's length negotiation and in resolving any ambiguity in this Agreement, none of the parties hereto shall be deemed to have been the draftsman hereof.
- 17. CHOICE OF LAW AND VENUE. This Agreement and the site plan review approval shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

- **18. COUNTERPARTS**. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.
- 19. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.
- 20. FORCE MAJEURE. Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God, fire, flood, strikes, lockouts, civil disturbance, order of any government, court or regulatory body claiming jurisdiction, act of public enemy, war, riot, sabotage, blockage, embargo, or material shortage, tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.
- 20. EXHIBITS. The following Exhibits are attached hereto and incorporated herein by reference.
- 21. WAIVER. No extension of time, forbearance, neglect or waiver on the part of the Company with respect to any one or more of the covenants, terms or conditions of this Confidentiality Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Confidentiality Agreement, or as an estoppel against the Company, nor shall any extension of time, forbearance or waiver on the part of Company in any one or more instance or particulars be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Confidentiality Agreement.
- **22. EFFECTIVE DATE.** This Agreement shall be in effect upon approval and execution by KUSD and CITY.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

		consin Common School District
	BY:	MARY MODDER, School Board President
	DATE:	8
	BY:	DR. TODD PRICE, School Board Clerk
	DATE:	93
STATE OF WISCONSIN) : SS.		
COUNTY OF KENOSHA)		
Mary Modder, and Dr. Todd Price, Presid Kenosha Unified School District No. 1, a V	lent and Visconsi trict, and	, 2024, Clerk, respectively, of the School Board of n common school district, to me known to be d acknowledged to me that they executed the nent of said school district, by its authority.
		Print Name:
		Notary Public, Kenosha County, WI.
		My Commission Expires:

CITY OF KENOSHA, WISCONSIN

A Municipal Corporation

BY:

10/22/24

MICHELLE L. NELSON,

City Clerk/Treasurer

DATE: 101 22 124

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this 22nd day of October David F. Bogdala, Mayor, and Michelle L. Nelson, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

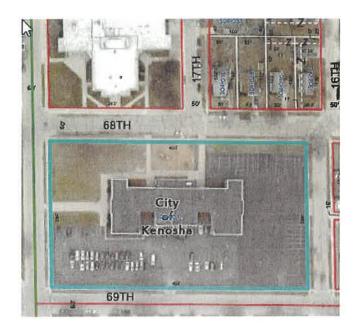
Print Name: Laura L

Notary Public, Kenosha County, WI.

My Commission Expires: 413338

EXHIBIT A - CITY PROPERTY

Lincoln Elementary (KTEC East)
6811-18th Avenue, Kenosha, WI
Tax Key # 05-123-06-001
Approx. 2.85 acres (light blue highlighted area)



68th Street ROW between 17th and 18th Avenue (light blue highlighted area)

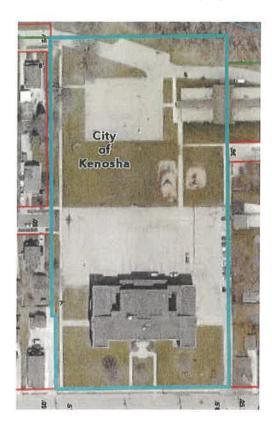


EXHIBIT B -KUSD PROPERTIES

McKinley Elementary KTEC West (McKinley Middle) 5520/5710 - 32nd Avenue, Kenosha, WI Tax Key # 09-222-36-378-001 Approx. 5.6 acres (light blue highlighted area)



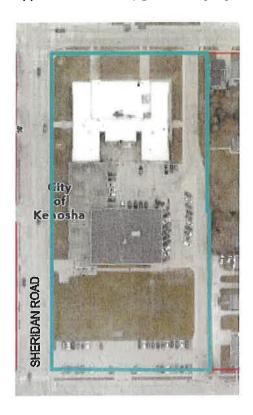
Jefferson Elementary 1832 - 43rd Avenue, Kenosha, WI Tax Key # 11-223-30-352-006 Approx. 4.7 acres (light blue highlighted area)



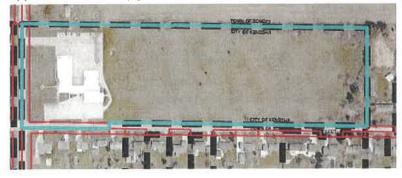
Kenosha eSchool 1808 - 41st Street, Kenosha, WI Tax Key # 11-223-30-352-005 Approx. .55 acres (light blue highlighted area)



Washington Middle School 811 Washington Road, Kenosha, WI Tax Key # 11-223-30-452-001 Approx. 4.05 acres (light blue highlighted area)



Hillcrest School 4616 - 24th Street, Kenosha, WI Tax Key # 07-222-23-426-001 Approx. 15.8 acres (light blue highlighted area)



Kenosha Unified School District Kenosha, Wisconsin

January 28, 2025

SUMMER SCHOOL 2025 PROGRAM PROPOSAL

2024 REVIEW OF SUMMER PROGRAMS

PROGRAM OVERVIEW

Kenosha Unified School District's Summer School and recreation programs provided summer intervention and enrichment opportunities for the Kenosha community. For summer 2024, the elementary kindergarten through fourth-grade academic programs provided identified students the opportunity to work in small reading and math intervention groups. Likewise, the middle school level provided remediation of grade-level coursework for students and some content enrichment opportunities. At the high school level, in-person credit recovery, physical education, and virtual physical education and health courses were offered through Kenosha eSchool. Summer School provided learning opportunities in music, career exploration, and summer activities through the Office of Recreation.

ELEMENTARY SCHOOL

The summer school focused on addressing learning gaps in kindergarten through fourth-grade students. Intensive reading and math intervention programs were designed and identified students were invited to participate in the six-week program. The student-to-teacher ratio for these programs was capped at 18 to 1. We continued to utilize the Reading Instruction for Students to Excel (RISE) curriculum for all grade-level reading intervention instruction. For whole-group reading instruction, the Summer LitCamp program was again used. During summer school math classes, students continued to interact through workplace activities and the Bridges Math Intervention program. Several elementary schools continued to use a regional site partner plan while others held programs at their respective buildings. Shuttle opportunities were used to transport students to their regional site from their neighborhood school.

MIDDLE SCHOOL

Summer school at the middle school level provided remediation of grade-level coursework for students focused on reteaching content-specific skills and materials students struggled with during the school year. Likewise, students were offered an extended opportunity to become proficient in identified foundational skill gaps in reading and math, along with additional support and instruction for those who experienced academic deficits or learning difficulties. By concentrating on these aspects, the summer school program aimed to build strong skills fundamentally needed in reading and math, empowering students to achieve proficiency and confidence in their academic abilities.

Some middle schools also provided an alternative project-based learning opportunity using ELA and math standards to solve and connect real-world problems. Students participated in projects incorporating reading, writing, math, and science. Field trips extended the students' learning and experience. Each school's distinct summer school programming is outlined below.

Washington & Lance: At the middle school level, identified students attended the six-week Summer School program for intensive reading and math instruction at their boundary middle schools. The Strategic Adolescent Reading Intervention (STARI) curriculum was purchased as the summer English Language Arts curriculum.

Mahone: Summer school has been a project-based learning camp for 10+ years. Projects incorporate reading, writing, math, and science. Field trips extend the students' learning and experience. Time is dedicated each day to ELA and math. ELA focuses on 1-2 novels and shorter texts, introducing and reinforcing close reading strategies. Writing strategies are integrated as well. Math instruction utilizes Big Ideas, ALEKS, Number Talks, Prodigy, and Xtramath resources.

Bullen: Project-based learning targets the 5th graders attending Bullen for the next school year. The teachers used ELA and math standards to solve and present real-world problems. They also used programs like Reflex to help support gaps in math skills. A course completion program targets 6th and 7th-grade students who finished the school year and received a D or F in courses during the school year. Bullen has a program that ensures students are accountable to grade-level standards by requiring them to re-learn these standards over the summer if they were not successful during the year. The program uses a graduated system that releases students and teachers as courses are completed.

HIGH SCHOOL

High school students were offered the following course options for summer 2024:

COURSE	DESCRIPTION	SITE
Credit Recovery	Opportunity for students to recover credits for graduation	 Bradford High School Harborside Academy Indian Trail High School and Academy Reuther Central High School Tremper High School Hillcrest School
High School Diploma Option	An opportunity for students who meet the criteria to take the Iowa Assessment and earn their high school diploma	 Bradford High School Harborside Academy Hillcrest School Indian Trail High School and Academy Reuther Central High School Tremper High School
Jump Start to High School	For incoming ninth graders to prepare for the transition to high school	 Bradford High School Indian Trail High School and Academy Tremper High School

COURSE	DESCRIPTION	SITE
Physical Education	The following courses were offered for students to earn advanced physical education credit: • Physical Education Foundations • Active Lifestyles Physical Education • Lifetime Fitness Physical Education	 Bradford High School Harborside Academy Indian Trail High School and Academy Kenosha eSchool (virtual) Tremper High School

LIFE, LEARNING, AND LEISURE

The Life, Learning, and Leisure programming for summer school serves students with significant disabilities, in grades first through twelfth. Students enrolled in this program participate in activities that support learning in personal care, social skills, communication, and academic reinforcement.

Special education teachers, specialists, and educational support professionals conduct the activities with the students while emphasizing and encouraging social skills such as cooperation, relating to peers, decision-making, and self-expression.

The elementary program was held at Nash Elementary School, the middle school program at Lance Middle School, and the high school program at Tremper High School. Transportation was provided to students enrolled in these programs.

EMPLOYABILITY SKILLS PROGRAM

The Employability Skills program collaborates with the Kenosha Unified School District, the Boys and Girls Club, and the Kenosha County Division of Children and Family Services to provide at-risk children with opportunities that link academic and occupational standards to workplace skills and experiences. The classroom instruction focused on work readiness skills, including money and banking, social skills, higher education, resume writing and interviewing, conflict management, job seeking, safety in the workplace, and employer expectations. After completing the classroom instruction portion of the course and 68 hours of employment at various work sites, students earned a half elective credit.

NEWCOMER PROGRAM

The Newcomer program is designed for multilingual students, who are new to the country within the past three calendar years. Students in this program acquired academic and social language skills in English that were not taught during the traditional school year. This foundational course may help students be successful in their traditional courses during the traditional academic year.

The elementary Newcomer program was housed at Curtis Strange, the middle school Newcomer program was at Bullen Middle School, and the high school Newcomer program was at Bradford High School. Families provided transportation to and from their program sites.

FINE ARTS PROGRAM

Band and orchestra ensembles for beginners through twelfth grade were offered and culminated in a well-attended concert in the Indian Trail fieldhouse and a performance at Bradford Stadium for the band students.

Summer school Fine Arts experiences were offered throughout the district. Band ensembles were offered for fifth through twelfth grade; including parade marching with Rambler (middle school), Blackwatch (high school), and color guard (middle school/high school). Performances for students in the band ensembles were held at Indian Trail and the Bradford Stadium with high levels of parent and community attendance. KYPAC summer programs included performances of "Little Mermaid" in the Bullen Auditorium.

OFFICE OF RECREATION SUMMER ACTIVITIES FOR CHILDREN

The Office of Recreation offered a variety of recreational activities for elementary and middle school students. Activities included swimming, tennis, baseball, softball, basketball, soccer, weight training, and supervised playgrounds.

SUMMER ENROLLMENT

GRADE LEVEL/ PROGRAM	2022 STUDENT ENROLLMENT	2023 STUDENT ENROLLMENT	2024 STUDENT ENROLLMENT
Elementary School	992	812	689
Middle School	447	390	284
High School	2,043	2,085	1,900
Life, Learning, and Leisure	62	65	69
Fine Arts*	707	635	630
Office of Recreation Summer Activities	955	913	1,264
TOTAL	5,206	4,900	4,836

^{*} Includes Rambler Band, Band of the Black Watch, Color Guard and KYPAC

2025 SUMMER PROGRAMS PROPOSAL

CALENDAR

Elementary, Middle, Life Learning and Leisure

- o Teacher workday: Monday, June 16, 2025
- Session: Tuesday, June 17, 2025, through Thursday, July 24, 2025 (23 days)

High School

- Teacher workday: Monday, June 16, 2025
- O Session 1: Tuesday, June 17, 2025, through Monday, July 8, 2025 (15 days)
- O Session 2: Tuesday, July 9, 2025, through Tuesday, July 29, 2025 (15 days)
- o No school: Friday, July 4, 2025

ELEMENTARY SCHOOL

The elementary program will focus on foundational skills in reading and math for identified students. The proposed student-to-teacher ratio is 18 to 1 with a smaller ratio for reading and math during intervention blocks. The elementary sites will be single and combined for the summer of 2025 (Appendix A). A shuttle bus from students' boundary schools to the host regional summer school sites will be provided. Please note that pending a successful referendum outcome, the locations for summer school could be impacted due to the construction of controlled entrances.

Summer Curriculum

Reading

- RISE (Reading Inventory and Scholastic Evaluation)
- Summer LitCamp

Math

- Bridges Intervention and Workplaces
- Grade level problem-solving components

Language Acquisition Program

Newcomer English Language Development Program

Frank Elementary

Due to Frank's unique calendar, Kindergarten through 4th grade students can attend two full weeks of enrichment classes June 16-27, 2025. Students identified as needing interventions attend summer school at Brass Community School. Frank administration supports hiring, registration, and student management at Brass for summer school.

MIDDLE SCHOOL

Summer school at the middle school level will provide remediation of grade-level coursework for students, focusing on reteaching content-specific skills and materials students are struggling with during the school year. Likewise, students will be offered an extended opportunity to become proficient in identified foundational skill gaps in reading and math, along

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with additional support and instruction for those experiencing academic deficits or learning difficulties. By concentrating on these aspects, the summer school program aims to build strong skills fundamentally needed in reading and math, empowering students to achieve proficiency and confidence in their academic abilities.

Some middle schools will also provide an alternative project-based learning opportunity using ELA and math standards to solve and connect real-world problems. Students will participate in projects incorporating reading, writing, math, and science. Field trips will extend the students' learning and experience. Each school's distinct summer school programming is outlined below.

Washington & Lance: At the middle school level, identified students will attend the six-week summer school program for intensive reading and math instruction at their boundary middle schools. The Strategic Adolescent Reading Intervention (STARI) curriculum was purchased and will be used as the summer English Language Arts curriculum.

Lance: Please note that pending a successful referendum outcome, Lance's summer school could be impacted by the construction of the security entrance.

Mahone: Summer school has been a project-based learning camp for 10+ years. Projects incorporate reading, writing, math, and science. Field trips extend the student's learning and experience. Time will be dedicated each day to ELA and math. ELA will focus on 1-2 novels and shorter texts, introducing and reinforcing close reading strategies. Writing strategies are integrated as well. Math instruction utilizes Big Ideas, ALEKS, Number Talks, Prodigy, and Xtramath resources.

Bullen: Project-based learning targets the 5th graders attending Bullen for the next school year. The teachers will use ELA and math standards to solve and present real-world problems. They also use programs like Reflex to help support gaps in math skills. A course completion program targets 6th and 7th-grade students who finish the school year and receive a D or F in courses during the school year. Bullen has a program that ensures students are accountable to grade-level standards by requiring them to re-learn these standards over the summer if they were not successful during the year. The program uses a graduated system that releases students and teachers as courses are completed.

Summer Curriculum

Reading

• STARI (Strategic Adolescent Reading Intervention)

Math

Middle School Mindset Math Camp

Language Acquisition Program

• Newcomer English Language Development Program

HIGH SCHOOL

High school students will be offered the following summer opportunities:

COURSE	DESCRIPTION	SITE
Credit Recovery	Opportunity for students to recover credits for graduation that they previously failed	Bradford High School Harborside Academy Indian Trail High School and Academy Reuther Central High School Tremper High School Hillcrest School
High School Newcomer English Language Development	Designed for new high school Multilingual Learners (MLs) to acclimate to high school and the community	Course taught at Bradford High School
High School Diploma Option	An opportunity for students who meet the criteria to take the Iowa Assessment and earn their high school diploma	Bradford High School Harborside Academy Hillcrest School Indian Trail High School and Academy Reuther Central High School Tremper High School
Jump Start to High School	For incoming ninth graders to prepare for the transition to high school	Bradford High School Indian Trail High School and Academy Tremper High School

COURSE	DESCRIPTION	SITE
Physical Education	The following courses were offered for students to earn advanced physical education credit: Physical Education Foundations Active Lifestyles Physical Education Lifetime Fitness Physical Education Virtual Advanced Physical Education Virtual Life Management Skills	 Bradford High School Reuther High School Indian Trail High School and Academy Tremper High School Kenosha eSchool (virtual)

FINE ARTS

 Cadet Band (completed 5th grade), Continental Band (completed 6th grade), and Comprehensive Orchestra beginners 5-12 grade.

LIFE, LEARNING, AND LEISURE

Life, Learning, and Leisure will provide summer programming opportunities for students with significant disabilities in first through twelfth grade. This program incorporates activities that provide learning and recreation experiences. In-person programs will be held at Kenosha School of Language (KSOL), Mahone Middle School, and Tremper High School.

NEWCOMER PROGRAM

The Newcomer program is designed for multilingual students, who are new to the country within the past three calendar years. Students in this program will acquire academic and social language skills in English that were not taught during the traditional school year. This foundational course may help students be successful in their traditional courses during the traditional academic year.

The elementary Newcomer program will be housed at Kenosha School of Language (KSOL), the middle school Newcomer program will be at Bullen Middle School, and the high school Newcomer program will be at Bradford High School. Families provide transportation to and from their program sites.

OFFICE OF RECREATION SUMMER COMMUNITY ACTIVITIES

Registration for the following Office of Recreation programs will be done on a first-come basis for the first two weeks in May for a designated day and time:

- Summer playgrounds
- Basketball
- Tennis
- Baseball/softball
- Soccer
- Swim lessons
- Weight training

Online registration is available for the following activities:

- o Rambler Band
- o Band of the Black Watch
- o Color Guard @ KSOL
- o KYPAC

Funding for the aforementioned community activities is Fund 80. No additional funding requests are needed for these activities.

FUNDING REQUEST

• The success of our summer school programs heavily depends on hiring highly qualified staff. Over the past five years, the challenge of hiring teachers has increased, with the most frequent reason being low compensation compared to their salaries during the school year. To remain competitive and ensure the quality of our summer school programs, the KUSD School Board has set the teacher Summer School hourly rates each year in line with the salary schedule and annual increases.

In 2024, the KUSD School Board adjusted our compensation structure, setting the rate for Summer School Teachers at \$33.00 per hour and for District Summer School Program Leaders at \$37.00 per hour.

For 2025, the proposed adjustment aims to continue the compensation structure, setting the rate for Summer School Teachers at \$34.00 per hour and for District Summer School Program Leaders at \$38.00 per hour.

- Similarly, we want to address the compensation for Clerks and Special Education ESPs (Educational Support Personnel). Summer School Clerks are paid \$13.21 per hour, and Summer School Special Education ESPs are paid \$15.09 per hour. During the regular school year, entry-level clerks earn \$17.80 per hour, and entry-level Special Education ESPs earn \$20.18 per hour. To attract and retain highly qualified clerks and ESPs for our summer programs, we propose adjusting their summer compensation rates to reflect the regular school year entry-level salaries of \$17.80 per hour for Summer School Clerks and \$20.18 an hour for Summer School Special Education ESPs.
- Due to lower summer school enrollment and consequently reduced staffing needs during the 2024 summer school session, we can implement these changes without increasing the summer school budget. We request that the budget allocation from last year, \$1,779,957.00, remain the same for 2025.

Recommendation

The administration recommends that the Kenosha Board of Education grant approval for the 2025 Summer School proposal including all updated salaries as proposed.

Dr. Jeffrey Wiess Superintendent of Schools

Mr. William Haithcock Chief of School Leadership

Dr. Eitan Benzaquen Principal of Hillcrest and Phoenix Project Summer School Coordinator

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KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 28, 2025

COMMUNITY LIAISON PARTNERSHIP KENOSHA COUNTY DEPARTMENT OF HUMAN SERVICES

Background:

The Kenosha County Department of Human Services, Division of Children & Family Services (DCFS) and the Kenosha Unified School District (KUSD) have been in partnership for over 20 years, working collaboratively to address the needs of Kenosha students who are struggling within the community with school attendance and behavior. The district uses Fund 80 dollars to maintain their portion of this partnership with DCFS. DCFS matches the KUSD contribution and then, in turn, contracts with Community Impact Programs (CIP) who hire the school liaisons to help supervise and mentor these struggling students.

These CIP community liaisons currently serve students at seven local schools including Bullen Middle School, Lance Middle School (reassigned from Lincoln Middle School), Washington Middle School, Tremper High School, Bradford High School, Indian Trail High School, Reuther Central High School. The CIP liaison team also serves additional students who live in or around those boundary areas, as required by the rules governing Fund 80 spending.

Concerned parents, community social workers and/or school staff are able to refer participating middle school and high school aged students to the program. Students receive supportive services that include assistance with problem-solving, academic challenges, and other relationship skill-building activities. The community liaisons work one-to-one with up to 15 students at any given time. Typically, a CIP liaison work hours for this position are Monday through Friday during scheduled school times. However, school liaisons are also expected to work occasional evening and weekend hours outside of the school day to provide activities and accommodate the needs of the students. A requirement of the position is also for CIP liaisons to be available via cell phone throughout the day, unless other arrangements for coverage have been made.

This report outlines two specific recommendations. Starting this past year, it was agreed that this contract would come to the KUSD Board yearly for approval. However, the budget for DCFS follows the calendar year (January 1st - December 31st) versus the KUSD fiscal calendar that runs July 1st of each year through the end of June. Therefore, we are proposing an amendment to the contract. The provided amendment (Attachment A) retroactively extends the last contact through December 2024. Going forward, this contract will be brought forward in November of each year to align with the DCFS budget calendar. In addition, we are proposing a new purchase service contract (Attachment B) that now aligns with the DCFS budget calendar (January 2025 - December 2025). Through this contract (Attachment B), we seek approval for

an 8th liaison position to be placed at Mahone Middle School. With this addition, all secondary boundary schools and Reuther High School will now have this service available to their students.

As previously noted, KUSD evenly splits the cost of this community partnership with DCFS. In November of 2024, the DCFS administration approved the cost of the 8th CIP liaison worker as part of their 2025 budget, pending KUSD Board approval for the other half of the cost. Therefore, it is proposed that both organizations add \$40,916.50 to the existing contract. The 8th CIP liaison worker at Mahone Middle School will bring the total contract with DCFS from \$241,800 to \$282,716.50 per year.

Attachment B, serves as the proposed purchase service contract between KUSD and DCFS for January 1 - December 31, 2025. This contract includes four exhibits as follows:

Exhibit 1 - Approved DCFS Budget Information.

Exhibit 2 - Scope of Work

Exhibit 3 - Program Goals and Outcomes

Exhibit 4 - Student Data and Information and Confidentiality Agreement

All KUSD costs associated with this purchase service contract (Attachment B) will continue to be covered through Fund 80.

Recommendation:

Administration recommends that the board:

- Approve the continuation of this longstanding agreement with the Kenosha County Division of Children and Family Services (DCFS);
- Approve the contract amendment (Attachment A) extending the 2024-2025 contract to include the months of July December 2024; and
- Approve the new contract covering the term of January 1, 2025, to December 31, 2025, which includes the addition of a community liaison worker at Mahone Middle School and increases the amount of this fund 80 contract to \$282,716.50 annually.

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

Kenosha County Department of Human Services <u>Division of Children & Family Services</u> <u>Contract Amendment</u>

Contract # KUSD-KCDHS-SCHOOL-LIAISONS-23-24 between the Kenosha County Department of Human Services, DCFS and Kenosha Unified School District 1 is hereby amended effective July 1, 2024 as follows:

Prior Contract Amount: \$241,800	Term of Contract: 07/01/23 – 06/30/24
Amount of Amendment: \$120,900	Amendment Effective: 07/01/24 - 12/31/24

Amended Section(s) of the Contract: Section II SERVICES TO BE PROVIDED AND COSTS

<u>Detail/Explanation & Amount</u>: Increase total contract maximum amount from \$241,800 to \$362,700 for additional services provided during contract term.

Extend to 12/31/24

Service		If Units	Applicable Rate	Amt	
Administrative: Community Outreach -	School Liaisons				\$120,900
Total Contract Change Amount					\$120,900
Amended Funding Source Distribution		Total C	Contract Fu	nding Source Distrib	oution
Federal	\$0	Federa	l		\$0
State	\$0	State			\$0
County	\$0	County	1		\$0
Other	\$120,900	Other			\$120,900
Amendment Total	\$120,900	Contra	ct Maximu	m Total	\$362,700

All other provisions of the original contract and previous addenda remain in effect unless otherwise addressed by this amendment.

Signature Approval by:	
	Date:
Provider's Authorized Representative	
William	
William Haithcock, Chief of School Leadership, Kenosha Unified School Dis	trict 1
	Date:
Purchaser's Authorized Representative	
Pamela Condos, Division Manager, Division of Children & Family Services	
	Deter
	Date:
Purchaser's Authorized Representative	
John T. Jansen, Director, Department of Human Services	

KENOSHA UNIFIED SCHOOL DISTRICT Purchase of Services Contract for Administrative Services

Provider: Kenosha County Department of Human Services Address: 8600 Sheridan Road, Suite 100, Kenosha, WI 53143

Administrator/Signor: John T. Jansen

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

Purchased Service: Administrative – School-Community Outreach School Liaisons

Contract Effective Dates: January 1, 2025 – December 31, 2025

Contract Maximum: \$282,716

This Purchase Contract for Administrative Services (along with its Exhibits) ("Contract") is made and entered into between KENOSHA UNIFIED SCHOOL DISTRICT, whose business address is $3600 - 52^{nd}$ Street, Kenosha, Wisconsin 53144, ("Purchaser" or "Kenosha Unified") and Kenosha County Department of Human Services, Division of Children & Family Services ("Provider" or "Kenosha County").

WHEREAS Provider is an agency engaged in furnishing professional, technical and/or administrative services; and WHEREAS Purchaser wishes to retain Provider to provide certain services for Purchaser, described in the attached Exhibits, as authorized by Wisconsin law;

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

I CONTACT PERSONS AND CONTRACT ADMINISTRATORS

- A. Purchaser's employee responsible for administration of this Contract is Bill Haithcock, Chief of School Leadership, Phone: (262) 359-6008, Email: whaithco@kusd.edu. Purchaser's employee responsible as Contract person for day-to-day operation of this Contract is Yolanda Jackson-Lewis, Coordinator of Diversity/Student and Family Engagement, Phone: (262) 359-6237, Email: yjackson@kusd.edu.
- B. Provider's administrator/signor business information is noted above. The contact person for day-to-day operation of this Contract is Pamela Condos, Division Manager, Division of Children & Family Services, Phone number: (262)605-6563, Email: pamela.condos@kenoshacountywi.gov, whose principal business address is 8600 Sheridan Road, Kenosha, WI 53143.
- C. If either party changes its contact person, it will notify the other party of the name and address of the new contact person in writing within ten (10) days of the change.

II SERVICES TO BE PROVIDED AND COSTS

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

III DELIVERY OF CARE AND/OR SERVICES

- A. Except as otherwise provided herein, Provider shall maintain in all respects its present control over and autonomy with respect to maintaining overall agency policies and operational standards for Services.
- B. To maximize service impact and facilitate inter-agency coordination:
- Provider agrees to provide report data in a format approved by Purchaser.

- If applicable to services of this Contract or specified within, Provider recognizes that its relationship with Purchaser may involve being open to co-location of staff, formation of interagency teams and shared supervisory responsibilities. Ultimate supervisory authority remains with the employer of each employee.
- C. Provider agrees that, in performing the Services under this Contract, it shall follow the priorities, standards and methods of Services requested by Purchaser.

IV GENERAL PROVISIONS

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

D. <u>Protection of Confidential Information Regarding Clients</u>

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

- G. <u>Subcontracting</u> If Provider obtains Services under this Contract from a subcontractor, Provider is responsible for ensuring the subcontractor's fulfillment of the terms of the Contract.
- H. <u>Contract Renewal</u> Contract renewals are determined solely by Purchaser, are subject to applicable requirements and department authorizations, and are contingent on availability of funds, satisfactory Contract performance, and negotiation of renewal rates.
- I. <u>Licensing</u> Throughout the duration of this Contract, Provider must lawfully possess and maintain in good standing such licenses, accreditations, and certifications/reports as are required by federal, state, and local laws & regulations to furnish the Services. Provider shall submit proof of licensure to Purchaser upon request.
- J. <u>Complaints</u> Provider shall notify Purchaser in writing of all complaints filed in writing against Provider and shall include a statement regarding resolution of the complaint.
- K. <u>Mediation of Disputes</u> Either party may request the opportunity to mediate a dispute arising from this Contract, with a mediator agreed upon by both parties. The parties shall split the cost of the mediator equally. If the parties fail to agree upon selection of a mediator within 30 days of the request, then no mediation will take place.
- L. <u>Alcohol and Substance Abuse Policy Assurances</u> Provider assures that it maintains and enforces alcohol and substance abuse policies appropriate to the organization and consistent with the fullest extent allowed by law, including mandatory drug and alcohol testing for all driving personnel who drive clients, to ensure drivers are free from intoxicants or drugs that impair driving.
- M. <u>Background Checks</u> Prior to the first date that an employee, subcontractor or agent of Provider begins performing Services for Purchaser, Provider shall provide Purchaser with a copy of the results of a background check on that employee, subcontractor or agent. That background check shall include HHS, OIG, and Sex Offender Registry searches. Purchaser reserves the right to reject any employee, subcontractor or agent of Provider from performing the Services under this Contract based upon the results of the background check.

In the event that an employee, subcontractor or agent of Provider is subsequently arrested during the term of this Contract or fails a random drug-test, Provider shall immediately discontinue that employee, subcontractor or agent's participation in providing Services under this Contract.

- N. <u>Accident / Incident Reporting</u> Provider shall report <u>all</u> accidents and/or incidents resulting in injury to client(s) immediately to the Purchaser's employee responsible for administration of the Contract and, where applicable, to assigned case manager. The Provider shall forward a written report detailing the accident/incident and outcomes to Purchaser's employee responsible for administration of the Contract within five (5) working days of accident/incident.
- O. <u>Notice of Deficiencies, Fines or Forfeitures</u> Provider shall forward within five (5) working days to the Purchaser's employee responsible for administration of the Contract, a copy of any *Notice of Deficiencies, Notice of Fines or Forfeiture*, or any other corrective orders, criminal convictions or civil judgments issued by any licensing or accrediting authority or Court of Law or State Administrative Law Judge. A copy of the Provider's *Corrective Action Plan* (or any other response) submitted to the licensing authority shall be forwarded to the Purchaser's employee responsible for administration of the Contract within five (5) working days.
- Provider Is Independent Contractor No relationship of employer and employee; joint venture or partnership, is created by this Agreement. It is understood that Provider will act hereunder as an independent contractor and shall not have any claim under this agreement or otherwise against Purchaser for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Purchaser shall neither have nor exercise any control or direction over the means or methods by which Provider shall perform the work and functions. Provider agrees to perform said work and functions at all times, in strict accordance with currently approved methods and practices in the field of service as described within. The sole interest of Purchaser is to insure that the services contemplated by this Agreement shall be performed and rendered in a professional, competent, efficient, and satisfactory manner.
- Q. <u>Conflict of Interest</u> The Provider shall ensure the establishment of written policies and employment rules and other safeguards to prevent, and shall prevent its employees, consultants, or agents from attempting to influence Kenosha Unified officials, employees, or its various committees, commissions, workgroups, departments, authorities, centers, services, consultants, agents, or members of the School Board, from using their public positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others with whom

they have family, business or other ties. **Please note that it is a crime under sec. 946.13 Wis. Stats.**, if any public official or employee shall, in his *private capacity*, negotiate or bid for or enter into a Contract in which he has private pecuniary interest, direct or indirect, if at the same time he is authorized or required by law to participate in his capacity as such officer or employee in the making of that Contract or to perform in regard to that Contract some official function requiring the exercise of discretion on his part, nor shall any official or employee, in his *official capacity*, participate in the making of a Contract in which he has a private pecuniary interest, direct or indirect, or perform in regard to that Contract some function requiring the exercise of discretion on his part. Please refer to Sec. 946.13, and to Sec. 946.12 for the complete statutory language.

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

V <u>BILLING, PAYMENT, AND COLLECTIONS PROCEDURES</u>

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

Each invoice must include the following detail:

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

Monthly billing statements shall be submitted to:

Kenosha Unified School District Accounts Payable 3600 52nd Street Kenosha, WI 53144

Provider shall submit its final billing statement for the calendar year no later than July 15, 2024. If this is not possible, a written estimate of final charges showing supporting calculations must be submitted to Purchaser by that

date and the final billing submitted no later than **August 1, 2024**. Failure to comply with this provision is deemed an absolute waiver of all rights to payment for the applicable billing period.

- C. Purchaser reserves the right to approve or deny written requests for advance payment to Provider in an amount to cover the costs of services to be delivered during the first calendar month of this Contract. The amount shall not exceed one-twelfth of an annual Contract or one month equivalent for shorter Contract periods. If actual costs are less than this payment, Purchaser shall notify Provider and recover the excess. <u>Purchaser shall subtract the excess amount advanced from payments due beginning the last quarter of the Contract period or sooner.</u>
- D. Fees or other monies collected on behalf of a client from any source will be reported to Purchaser. When such funds exceed Provider's anticipated budget, as outlined in Contract Exhibits, this money shall be treated as an adjustment to the cost of providing Services and deducted from the contracted amount.
- E. Purchaser reserves the right to withhold payment, cancel the Contract, or take other corrective actions deemed by the Purchaser to be necessary to protect the Purchaser's interest, if Provider fails to comply with any requirements of this Contract.

VI PROVIDER RESPONSIBILITIES

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

VII REPORTING

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

VIII RECORDS

- A. Provider shall maintain such records and financial statements as required by state and federal rules and regulations and by Purchaser.
- B. Provider shall maintain written descriptive service verification including the dates of services performed for all the services rendered under this Contract and shall make available such written verification upon request.
- C. If the Contract requires funding from more than one (1) source, funds provided under this Contract must retain their individual specific intended purpose. Use of Contract funds must be reported as separate expenses relating to the specific funding purpose in accordance with Purchaser's reporting requirements.

- D. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Purchaser, authorized agents of state agencies or federal agencies, to confirm Provider's compliance with the specifications of this Contract. Provider agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- E. All data collected (electronic or otherwise) in fulfilling this Contract is the property of Purchaser.
- F. Development of any computer software or systems by Provider to fulfill terms of this Contract must receive prior written approval of Purchaser and be developed according to Kenosha County data processing policies and practices.
- G. When applicable, Provider shall utilize available federal, state or county computer systems, for the provision of the purchased Services herein, as requested by Purchaser.
- H. Provider shall maintain financial and programmatic records for the current Contract period plus the prior six (6 fiscal years. The records shall be retained beyond the seven-year period of an audit or legal action is in progress or exceptions have not been resolved.

IX OWNERSHIP, DATA, AND EQUIPMENT

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

X INDEMNITY AND INSURANCE

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

XI NONDISCRIMINATION / EOUAL OPPORTUNITY / AFFIRMATIVE ACTION

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

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

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

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

C. Non-discrimination in Services to Clients

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

D. Notice Regarding Equal Opportunity

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

XII RENEGOTIATION

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

XIII CONTRACT REVISIONS AND/OR TERMINATIONS

- A. Provider may not assign, transfer, sell, Contract, gift or otherwise convey any of the rights or obligations contained herein, without the express written consent of the Purchaser.
- B. Provider shall notify Purchaser immediately whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract and any or all other written agreements for the services of this Contract (individual placement or client services plan, interagency agreements, etc.).
- C. Any revision of this Contract must be agreed by Purchaser and Provider by an Amendment signed by the authorized representative of both parties.
- D. Non-Appropriation of Funds: If during the Contract period, the appropriations that fund this Contract are changed by the Federal or State of Wisconsin or County Board, or any of its oversight committees' action, the funding amount of this Contract may change. Purchaser reserves the right to immediately terminate or cancel this Contract in whole or in part without penalty due to non-appropriation of funds.
- E. 30-Day Right To Cancel Without Cause or Reason: This Contract can be terminated upon a 30-day written notification by certified mail to the Contract administrator and address listed herein. If the certified mail is refused or returned as undeliverable, then notification shall be deemed sufficient if sent by ordinary U.S. Postal First Class mail to such addresses. In the event this Contract is terminated, all other agreements with the exception of those provisions pertaining to confidentiality, maintenance of records and indemnifications, related to the services of this Contract in effect at that time shall be considered terminated simultaneously.
- F. Termination and Reimbursement: If Purchaser finds it necessary to terminate this Contract before the Contract expiration date for reasons other than Provider non-performance, actual approved cost incurred by Provider for services provided up to date of termination may be reimbursed for an amount determined by mutual agreement of both parties.
- G. Termination for Cause / Suspension of Services: Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract. In addition to Section XII-E 30-Day Right to Cancel Without Cause or Reason noted above, Kenosha County reserves the right to terminate for cause and/or suspend services of this Contract.

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

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

XIV CONDITIONS OF THE PARTIES' OBLIGATIONS

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

XV CONTRACT EXHIBITS

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

- Exhibit 1 Approved Budget Information
- Exhibit 2 Scope of Work
- Exhibit 3 Goals and Outcomes
- Exhibit 4 Student Data and Information Confidentiality Agreement

XVI <u>SIGNATURES</u>

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

Kenosha County Signatures:

Pamela Condos, Division Manager Division of Children & Family Services	Date
Division of Children & Palmity Services	
John Jansen, Director	Date
Department of Human Services	2
Samantha Kerkman, Kenosha County Executive	Date
Samantia Kerkinan, Kenosha County Executive	Date
Kenosha Unified School District Signatures:	
Bill Haithcock	Date
Chief of School Leadership	
Dr. Jeffrey Weiss	Date
Superintendent of Schools	

EXHIBIT 1 APPROVED BUDGET INFORMATION

Provider: Kenosha County Department of Human Services

Purchased Service: Administrative – School-Community Outreach School Liaisons

Contract Effective Dates: January 1, 2025 through December 31, 2025

Contract Maximum: \$282,716

I <u>BUDGET RECOMMENDATIONS</u>

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

Service	Units	Rate	Amount
School Liaisons	8.0 FTE's	\$74,124 per position	\$282,716
Contract Maximum:	•		\$282.716

II <u>FUNDING SOURCES</u>

MIDDLE SCHOOLS (4) HIGH SCHOOL (4)

 Kenosha Unified
 \$154,916
 \$127,800

 County/State/Federal
 \$136,876
 \$173,400

\$291,792 \$301,200

EXHIBIT 2 SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PROVIDED

Kenosha County Department of Human Services agrees to provide the following Services:

- Ongoing principle role of school-community outreach will be carried out within the Bridges Program at those schools operating Bridges Programs in the Kenosha Unified.
- Assist students with problem solving and other relationship skills especially as it impacts on the students' academic progress.
- Assist in supporting student academic success by communication with student, teachers and parents regarding progress.
- Support work experience and career awareness for students through assisting in job hunting, coaching on skills necessary for work, assisting in career interest inventories, and student progress monitoring contacts with employers.
- Planning and facilitation of student community volunteer experiences.
- Facilitate parent involvement in the school by contacting hard-to-reach parents, providing transportation, and supporting and coaching parents as to how they can support their child's school success.
- Support student attendance and other behaviors that will increase student success.
- Aid in facilitation of group activities at school under supervision of Kenosha Unified Staff such as student issues groups, education field trips, and other activities as planned with the Bridges faculty.
- Monitor student behavior according to school policies and procedures as a partially subcontracted employee of the Kenosha Unified.
- Home visits to students and parents to provide communication and support related to student academic progress.
- Consultations, multi-disciplinary team participation and staff development/school staff in-services education for the school where located and for the Bridges Program.

EXHIBIT 3 GOALS AND OUTCOMES

I.INCREASE STUDENT MOTIVATION

Indicator(s):

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

II.IMPROVE BEHAVIOR AT SCHOOL

Indicator(s):

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

III.PREVENT/REDUCE DELINQUENT BEHAVIOR

Indicator(s):

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

IV.INCREASE PARENTAL INVOLVEMENT

Indicator(s):

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

V.IMPROVE ACADEMIC PROGRESS

Indicator(s):

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

EXHIBIT 4 STUDENT DATA AND INFORMATION CONFIDENTIALITY AGREEMENT

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

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KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 28, 2025

Open Enrollment Allocations - 2025-26 School Year

The Wisconsin Department of Public Instruction (DPI) stipulates that each resident school district allocate open enrollment spaces during their January board meeting. The 2025-26 open enrollment period is from February 3, 2025, through April 30, 2025. Along with the posted 3-month open enrollment window, applicants may also apply to a non-resident district using the designated Alternative Open Enrollment Application during the current school year if the applicant can demonstrate that he/she meets certain criteria. Appendix A contains a listing by grade of available open enrollment regular education spaces for the 2025-26 school year. Each district must delineate both regular education and special education seats by grade level, program, and/or service type.

The state open enrollment statute and Policy 5260 - Full-Time Open Enrollment require a current open-enrolled student re-apply just once, which is during the transition from elementary to middle school, or if they first enrolled during middle school, then they must reapply during the transition from middle school to high school. Also, tuition waiver students (those who start the year in the district but move out of the district) have a right to complete the current school year and apply for open enrollment to attend the following year. Even though these are current district students, they are counted as new applications for state reporting. The Offices of Educational Accountability, School Leadership, Teaching and Learning, Special Education/Student Support, and Early Education have provided the following recommendations for available district spaces for the 2025-26 school year.

Administrative Recommendation:

Administration recommends that the School Board affirm and approve the space available for open-enrollment students for the 2025-26 school year. The recommendation is for 200 spaces, 18 of which are designated for selected special education programs service/types as noted in Appendix A & B.

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

William Haithcock Stacy Guckenberger
Chief of School Leadership Director of Special Education
and Student Support

Rhonda Lopez
Director of Early Education Programs

APPENDIX A

Number of Regular Education Open Enrollment Spaces (2025-26)

Grade Level	Regular Education Recommended Spaces
Pre-K	30
Kindergarten	20
Grade 1	10
Grade 2	10
Grade 3	10
Grade 4	10
Grade 5	10
Grade 6	25
Grade 7	10
Grade 8	10
Grade 9	25
Grade 10	10
Grade 11	10
Grade 12	10
Total	200

Historical Open Enrollment Allocations & Confirmed Enrollments

School Year	Board Allocated Seats	New Open Enrollment Students (3 rd Friday)	Total Open Enrollment Students (3 rd Friday)	Alternative Application Enrollments Accepted
2024-25	185	54	217	31
2023-24	185	59	219	31
2022-23	185	69	211	42
2021-22	195	92	211	38
2020-21	191	52	166	12

APPENDIX B

Number of Special Education Open Enrollment Spaces (2025-26)

Humber of Opecial Education Open Emolinent Opaces (2023-20)				
Program	Recommended Spaces			
High School				
Cross-Categorical	5			
Speech/Language	0			
Middle School				
Cross-Categorical	5			
Speech/Language	0			
Elementary School				
Cross-Categorical	4			
Speech/Language/ Early Childhood	0			
District-Wide				
Occupational Therapy	2			
Physical Therapy	2			
Total	18			

KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, WI

January 28, 2025

Approval of One-Year Extension of Superintendent's Employment Contract

Dr. Jeffrey Weiss was appointed as Superintendent of Schools effective October 1, 2022. At the December 12, 2023, regular school board meeting, the board approved the renewal of the Superintendent's employment contract (July 1, 2024 - June 30, 2026) and added a one-year extension option, which specifically states:

"No later than the first regularly scheduled Board meeting in January of 2025, the Board shall convey to review the Superintendent's performance to approve or decline its option for extension."

Recommendation

It is recommended that the Board approve the one-year extension of the Superintendent's employment contract, which would extend the contract term through June 30, 2027.

Mary Modder School Board President

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Kenosha Unified School District's Board of Education does hereby adopt this resolution to proclaim February as Black History Month.

President, Board of Education	-	Superintendent of Schools
-	Secretary, Board of Education	
	Members of the Board:	
	-	
	-	
	-	
	Resolution 440 January 28, 2025	

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January 28, 2025

DONATIONS TO THE DISTRICT

The district has received the following donations:

- 1. The Grade D. Kolakowski Family Trust donated \$2,000 to the Fine Arts Department for youth concert busing; and
- 2. The Marvin Martin Trust donated \$4,200 to the Bradford High School's Theatre Department for the Visiting Artists Program.

Administrative Recommendation

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

Dr. Jeffrey Weiss Superintendent of Schools

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KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

January 28, 2025

Tentative Schedule of Reports, Events, and Legal Deadlines for School Board

(February - March)

February

- 2/4 Referendum Town Hall
 - o 5:30 p.m. Lance Middle School
- 2/11 Standing committee meetings
- 2/18 Primary election
 - o KUSD referendum on ballot
- 2/19 Middle school conferences
- 2/20 Middle school conferences
- 2/21 Professional learning day no students report
- 2/26 Elementary conferences, except Frank
- 2/27 Elementary conferences
- 2/28 Elementary conferences no elementary students report
- 2/28 Regular school board meeting

March

- 3/4 High school conferences
- 3/6 High school conferences
- 3/13 Special school board meeting
- 3/14 Professional learning day, no students report
- 3/14-3/21 Frank enrichment week
- 3/25 Regular school board meeting

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