



**Kenosha  
Unified**  
SCHOOL DISTRICT

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

# Regular School Board Meeting

**August 26, 2025 at 7:00 PM**



Regular School Board Meeting

August 26, 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
- III. Awards/Recognition
- IV. Introduction, Welcome and Comments by Student Ambassador
- V. Superintendent's Report
- VI. Legislative Report
- VII. Views and Comments by the Public
- VIII. Remarks by the President
- IX. Administrative and Supervisory Appointments
- X. Consent Agenda
  - A. Consent/Approve  
Recommendations Concerning Appointments, Leaves of Absence,  
Retirements, Resignations and Separations
  - B. Consent/Approve  
Minutes of 7/22/25 Regular Meeting and 8/14/25 Special Meeting
  - C. Consent/Approve  
Summary of Receipts, Wire Transfers and Check Registers
- XI. Old Business
  - A. 2025-2026 Base Wage Increase for the Administrative, 5  
Supervisory and Technical (AST) Employee Group
  - B. Proposed Increase to Elementary and High School Professional/Prep  
Time for the 2026-2027 School Year
- XII. New Business
  - A. 2025-2026 Base Wage Increase for Non-Full-Time Equivalent 6

(FTE) Hourly Wage Employees	
B. Revision of Policy and Rule 5534.1 - Anaphylaxis (First and Second Reading)	
C. Approval of Provisions Governing the Transportation of Students Attending Public and Private Schools for the 2025-2026 School Year	7
D. Conveyance of Property - 68th Avenue Indian Trail Outlet	
E. Controlled Entrances Funding Options	11
F. Boys & Girls Club of Kenosha Gang Prevention Education Program 2024-2025 Year End Report and Approval of the 2025-2026 Memorandum of Understanding	12
G. Annual Restraint and Seclusion Report	22
H. Revision of Policy 1710 - Nondiscrimination on the Basis of Sex in Education Programs or Activities (Title IX) (First and Second Reading)	32
I. Resolution in Recognition of National Hispanic Heritage Month	47
J. Resolution in Recognition of National Suicide Prevention Awareness Month	49
K. Discussion/Action	
Donations to the District	
XIII. Announcements/Updates by Board members (2-minute limit per member)	
• Per Policy 8710, comments in response to public comments are allowable only if the topic was included in the original notice of the meeting.	
XIV. Other Business as Permitted by Law	
XV. Tentative Schedule of Reports, Events and Legal Deadlines for School Board (September)	
XVI. Predetermined Time and Date of Adjourned Meeting, if Necessary	
XVII. Adjournment	



Kenosha Unified School District  
Kenosha, Wisconsin

August 26, 2025

**2025-2026 BASE WAGE INCREASE FOR  
ADMINISTRATIVE, SUPERVISORY AND TECHNICAL (AST) EMPLOYEES**

**Background:**

On June 22, 2025, the Board of Education approved a cost-of-living increase for all collective bargaining groups and employee groups except for the Administrative, Supervisory and Technical (AST) employees. The Board asked that Administration provide additional details to questions they had regarding the cost of such an increase to this employee group. Administration will provide this information during the August 26, 2025, Board meeting.

**Administrative Recommendation:**

Administration recommends that the board approve a total base wage increase of 2.95% for all AST employees effective July 1, 2025.

Dr. Jeffery Weiss  
Superintendent of Schools

Mr. Tarik Hamdan  
Chief Financial Officer

Mr. Kevin Neir  
Chief Human Resources Officer

Kenosha Unified School District  
Kenosha, Wisconsin

August 26, 2025

**2025-2026 BASE WAGE INCREASE FOR  
NON-FULL TIME EQUIVALENT (FTE) HOURLY WAGE EMPLOYEES**

**Background:**

On June 22, 2025, the Board of Education approved a cost-of-living increase for all collective bargaining groups and employee groups except for the Administrative, Supervisory and Technical (AST) employees. The Board asked that Administration provide additional details to questions they had regarding the cost of such an increase to this employee group. Additionally, the Board asked Administration to calculate the cost of a base wage increase of 2.95% for non-full time equivalent (EFT) hourly wage employees.

**Administrative Recommendation:**

Administration recommends that the board approve the adjusted non-full-time equivalent (FTE) hourly wage schedule for employees effective August 24, 2025.

Dr. Jeffery Weiss  
Superintendent of Schools

Mr. Tarik Hamdan  
Chief Financial Officer

Mr. Kevin Neir  
Chief Human Resources Officer

KENOSHA UNIFIED SCHOOL DISTRICT  
Kenosha, Wisconsin

August 26, 2025

**APPROVAL OF PROVISIONS GOVERNING THE TRANSPORTATION  
OF STUDENTS ATTENDING PUBLIC AND PRIVATE  
SCHOOLS FOR THE 2025-2026 SCHOOL YEAR**

The following provisions for the transporting of students attending public and private schools will become effective at the beginning on the fifteenth day of August 2025. (These provisions relate to Board Policies 3511 - Transportation and 3514 – Use of Privately Owned Vehicles to Transport Students.)

**Students Attending Public Schools**

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

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

### **Students Attending Private Schools**

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

### **Transportation for Students with Exceptional Needs**

1. Transportation services for students with special needs shall be provided in accordance with the student's Individualized Education Program (IEP) or Section 504 Plan, as required by state and federal laws. The district shall ensure that transportation is provided in a safe and appropriate manner that meets the unique needs of each eligible student. When a student's disability prevents them from accessing regular transportation services, specialized transportation arrangements will be made, including the use of monitors, specialized equipment, or modified vehicles as necessary. The need for transportation as a related service shall be determined by the IEP or 504 team and reviewed at least annually.

### **Other Provisions Concerning the Transportation of Students**

1. Pursuant to Wisconsin Statutes, the Board is empowered to administer, set transportation routes and schedules, secure necessary information, make reports, and apply for and receive aids for the transportation of both public and private school students actually transported.
2. Insofar as possible, administrators of private schools shall be requested to coordinate their school calendars with the public school calendar.
3. Transportation will be provided for public and private school students as approved by the Board to implement state-mandated programs and federal programs.

4. Insofar as possible, bus stops for students with exceptional needs and Head Start students are to be designated near to and on the same side of the street as the residence unless bus aids are provided or other arrangements are made with the parent through the district Transportation Office.
5. The provisions of this policy statement as set forth above shall apply in all instances except those in which extraordinary conditions are held to prevail and shall be subject to further review pending any required adjustments due to unforeseen circumstances.
6. Administration will be responsible for establishing and maintaining bus routes in accordance with this policy and changes in student population.

### **Administration Recommendation**

Administration recommends school board approval of the Provisions Governing the Transportation of Students Attending Public and Private Schools for the 2025-2026 school year.

Dr. Jeffery Weiss  
Superintendent of Schools

Mr. Jeff Marx  
Transportation Supervisor

Mr. John Setter  
Director of Facilities

Kenosha Unified School District  
Kenosha, Wisconsin

August 26, 2025

**Controlled Entrances Funding Options**

Included in the proposed referendum question that failed on February 18, 2025, was the funding needed to complete controlled entrance projects at the last seven schools in our district that do not have them.

The seven schools without controlled entrances are as follows:

1. Bose Elementary
2. Curtis Strange Elementary
3. Forest Park Elementary
4. Jeffery Elementary
5. Harvey Elementary
6. Whittier Elementary
7. Lance Middle School

The total projected cost of the projects was estimated at \$12.5 MM, which we would have needed to borrow, leading to additional interest costs, making the total true cost close to \$15 MM over the proposed 5-year borrowing period. In addition to the construction, \$450 K per year was also proposed to fund upgraded security hardware and software items.

Student safety and security remain a top priority for the district, and the administration has not stopped exploring potential funding options, which will be presented and discussed tonight as requested by the Board.

Dr. Jeffrey Weiss  
Superintendent of Schools

Tarik Hamdan  
Chief Financial Officer

**Kenosha Unified School District  
Kenosha, Wisconsin**

**August 26, 2025**

**BOYS & GIRLS CLUB OF KENOSHA GANG PREVENTION EDUCATION PROGRAM  
2024-2025 YEAR END REPORT AND APPROVAL OF THE 2025-2026 MEMORANDUM OF  
UNDERSTANDING**

**Background:**

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

The BGCK has supervised and mentored 50 case-managed youths in gang prevention programs at our middle and high school levels. Last year, there were approximately 126 students that participated in weekly youth empowerment group sessions known as prevention group facilitation at Washington, Mahone, Lance, and Bullen middle schools. In these sessions, BGCK approved curriculum was utilized that covered such things as anger management, good decision making, coping mechanisms, role modeling, goal setting, as well as financial literacy. The year end report (Attachment A) is included in this report. The goals and results from the past year are also included (Attachment A & B).

A description of the program and goals for the Gang Prevention Education Program are included (Attachment C). The partnership with the district, the Juvenile Justice Office and the BGCK is invaluable. The third document in this report is the Memorandum of Understanding (Attachment D) between the BGCK and the district for the 2025-2026 school year.

**Recommendation:**

Administration recommends that the School Board approve entering into a Memorandum of Understanding with the BGCK for a Gang Prevention Education Program, at the cost of \$60,000 (from Fund 80), during the 2025-2026 school year.

Dr. Jeffrey Weiss  
Superintendent of Schools

William Haithcock  
Chief of School Leadership

Boys and Girls Club of Kenosha/KUSD Gang Prevention Initiative  
**Year End Report 2024-2025**

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

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

2. BGCK staff also case-managed 50 youth that were referred to the program by KUSD counselors, staff, and Kenosha County case workers. The BGCK staff organized and supervised incentive-based field trips for case managed youth. Shortly after the pandemic the number of trips was lessened, however BGCK staff have begun to increase experiences for youth. For example, youth attended trips to the Black History Museum in Milwaukee, ice- skating, Sky Zone Wisconsin Dells, Six Flags, etc. All 50 youth who participated in the gang prevention initiative experienced positive behavioral changes which may be related to the pro-social activities offered at the BGCK. Thirty-eight youths in the gang prevention program are actively participating in the summer youth employment program in 2024 and have been placed at several public and private businesses in the Kenosha area.

3. BGCK staff maintained frequent contact with the families of case managed youth through home visits, weekly phone calls and activities. Some of the activities were the Haribo Classic at UW-Parkside, Carthage College Football invitational, Juneteenth Festival, Cinco de Mayo, and much more. BGCK staff also gave families tours of the Teen and Tween Centers to introduce more families to the activities at the BGCK and provided referrals for additional resources within the community.

4. BGCK staff collaborated with principals of individual schools daily to provide continuity of care for the 50 case-managed youth. Gang prevention staff visited schools as requested to assist with gang involvement and delinquency issues. They helped identify graffiti, provided security at sporting events, identified issues happening outside the school to ensure they are not brought into the schools, and worked closely with SRO police officers at the schools to further prevent gang activity at KUSD schools. Additionally, staff spoke at various school events related to gang prevention or teen violence and attended open houses at various KUSD locations. Lastly, outreach staff were often called to the school to assist students with behaviors, advocate on behalf of the student or provide a listening ear

during a free period.

### **Overall Progress 2024-2025 Year End Results**

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

- 94% of case managed youth did not have a new offense.

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

- 96% of youth have participated in at least four non-gang related programs per month.

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

- 66% of parents participated in at least two activities per month. This is an area where BGCK, like many youth agencies, has struggled. However, more community events increased parental participation during this school year.

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

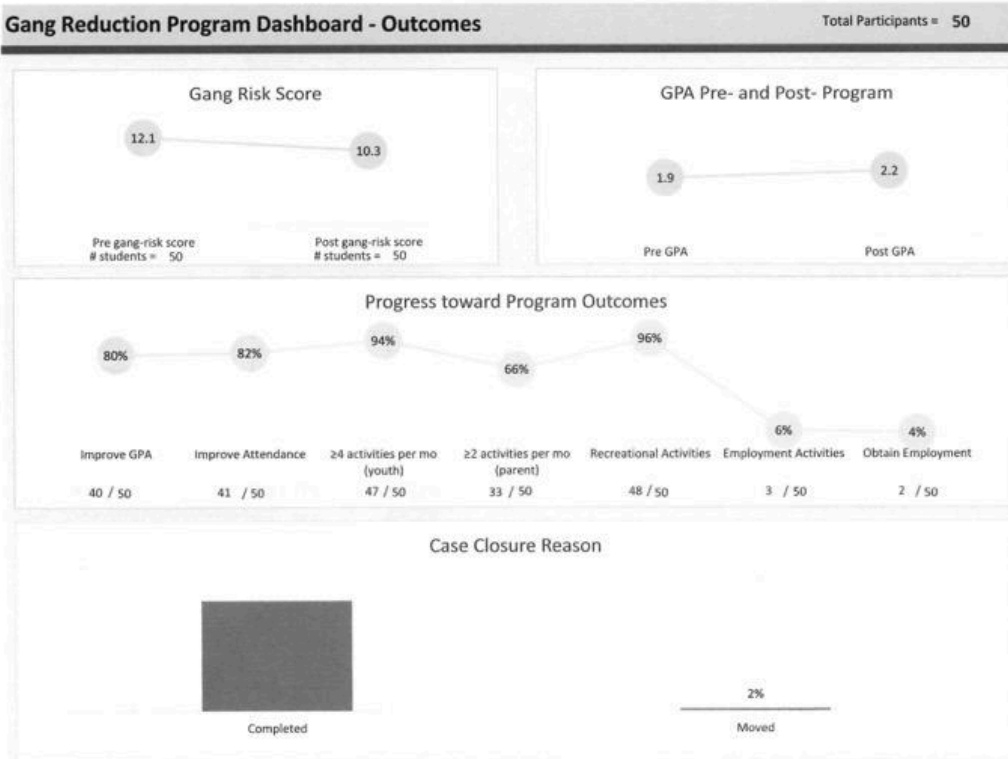
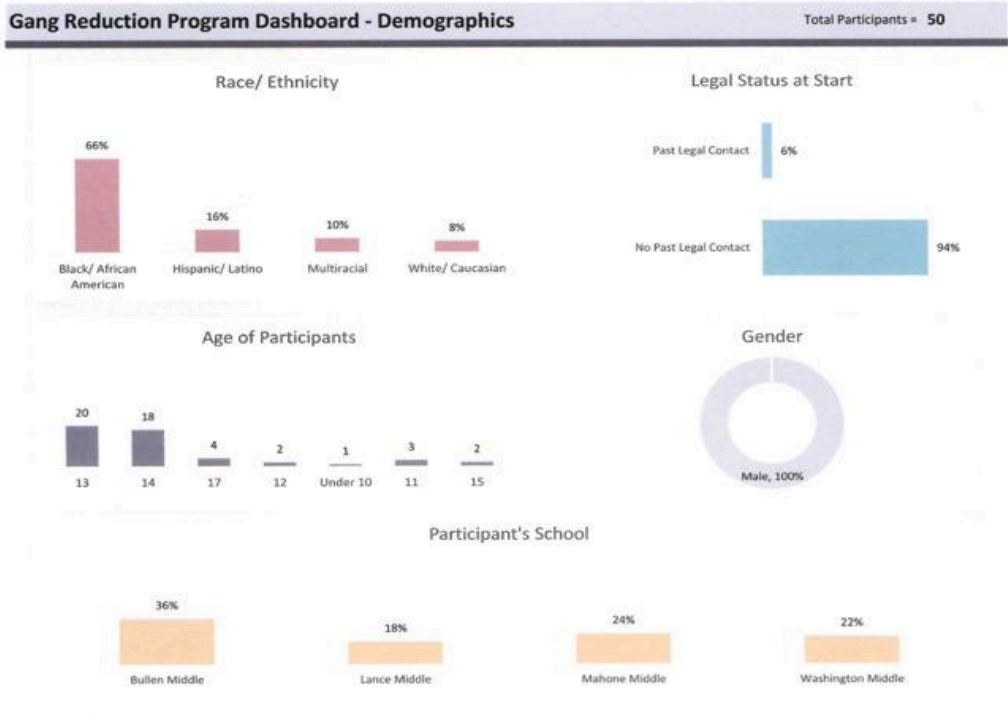
- 98% of youth reduced their gang risk assessment score from program intake to completion of their time in the program.

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

- 82% of youth have improved their school attendance.

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

- 80% of youth participating improved their academic performance. The average GPA upon entry to the gang prevention program was 1.8; upon exit youth increased their average to 2.2.



## **GANG PREVENTION/YOUTH EMPOWERMENT EDUCATION PROGRAM 2025-2026**

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

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

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

One hundred percent of students receiving case management come from low socio-economic backgrounds and typically non-traditional homes such as families with single parents, guardians other than a birth parent, an incarcerated parent, parents struggling to make ends meet while working multiple jobs, unstable home circumstances, etc. Case managed students reside within the KUSD boundaries, and the program provides case management to 50 youths each school year. Free/reduced lunch status through KUSD is used to determine low-income status. The number of students enrolled fluctuates at any given time, however a typical number of students on the caseload is 15 to ensure much needed time and resources are provided.

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

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

## **KUSD/BGCK Gang Prevention Program Goals 2025-2026**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- I. BGCK will case manage/monitor/supervise/mentor approximately 50 youth in gang prevention in addition to facilitating groups at Kenosha Unified Schools. There will be approximately 8-10 youth in the group. The youth remain in the groups approximately 6 months working on anger management, team building, job skill development, gang resistance and social and delinquency issues. In the 25-26 end of the year report, BGCK will include specific participation data sharing the extra number of students who are being served through the case managed program.
- II. The BGCK will additionally serve no less than 115 students weekly through youth empowerment group sessions known as prevention group facilitation at Lance MS, Bullen MS, Mahone MS, Washington MS. In these sessions we will use a BGCK approved curriculum that covers things such as anger management, good decision making, coping mechanisms, role modeling, goal setting as well as financial literacy. In the 25-26 end of year report, BGCK will include specific data identifying how many students were served, if there is any duplication between students served in the group sessions and the case management program, and BGCK will provide attendance data indicating how often the groups are being held and the attendance of the registered participants.

BGCK already includes a breakdown of the participants indicating what schools that the students attend. During the 25-26 school year, BGCK will actively work to recruit more participants from students who are educated in our community at private schools, home schooled, or other non- KUSD public schools. That data, including a brief summary of our efforts to expand recruitment, will be included in the mid-year and end of year reports.

- III. Additionally, BGCK will organize and supervise incentive-based activities for the youth in order to encourage and reinforce positive behavioral change. These incentive-based activities will be granted on a case-by-case basis by BGCK staff to recognize positive behavioral changes (socially, academically and within the family circle). These activities will include but not be limited to trips to professional and local sporting events, community service opportunities, cultural events, and local college events. Additional incentive-based elements will include:
  - a. BGCK will offer full scholarships for targeted youth who are interested in league sports programs at BGCK.

b. Targeted youth interested in employment training will receive priority placement and be assessed for eligibility in the summer youth employment program.

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

**1. Staff**

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

**2. Contract Budget**

KUSD		\$60,000.00
Boys & Girls Club of Kenosha		\$42,500.00
Kenosha County Div. of Children and Family Services		\$63,500.00
State of Wisconsin DPI - Wisconsin After 3		\$58,698.22
State of Wisconsin DPI-Be Great Graduate		\$63,889.45
OJJDP 2022 Gang & Delinquency Prevention		\$20,500
<b>Total</b>		<b>\$308,587.67</b>

**3. Program Goals - KUSD/BGCK Gang Prevention Program Goals 2025-2026**

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

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

Office.

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

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

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

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

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

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

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

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

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

- BGCK measures progress by working with KUSD to collect grades, progress reports and report cards. BGCK would like to continue to improve this metric by utilizing a more detailed progress scale. Maintaining GPA will be considered little progress, improving GPA by .2 will be considered improving. Improving grades by .3 or more will be considered advanced progress.
- BGCK will provide 10-12 groups for the school year and investigate expanding groups into different schools.
- Continued collaboration with KUSD staff to better monitor and track youth changes in behavior, grades and attendance through monthly reports.

#### **4. Reports**

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

#### **5. Finances**

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

#### **6. Effective Date and Signature**

This MOU shall be effective upon the signature of BGCK and KUSD authorized officials. It shall be in force from September 1, 2025, to June 30, 2026. Parties A and B indicate agreement with this MOU by their signatures.

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William Haithcock  
Chief of School Leadership  
Kenosha Unified School District

Date

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Tara Panasewicz  
Chief Professional Officer  
Boys & Girls Club of Kenosha

Date

## KENOSHA UNIFIED SCHOOL DISTRICT

August 26, 2025

### **Annual Restraint & Seclusion Report**

By October 1 of each year, Wisconsin requires each school district to present their district restraint and seclusion data to the school board. Districts must submit the number of incidents of physical restraint and seclusion, the total number of students involved in the incidents, and the number of students with disabilities who were involved in the incidents. The report to the school board contains the same data as required in the U.S. Department Office of Civil Rights Cyclical Data Collection (CRDC) on physical restraint and seclusion. Wisconsin Act 118 (2019) enacted additional requirements, such as providing parents with a copy of the written incident report, clarifying that the notice and reporting requirements apply to incidents involving law enforcement officers, prohibiting the use of prone restraint, revising the required training components, requiring school staff to hold a meeting after each incident of seclusion or restraint to discuss topics specified in the Act and conducting an IEP team meeting within ten school days of the second time seclusion or restraint is used on a student with a disability within the same school year. School districts are also required to submit this annual report to DPI by December 1, for each previous school year. This law applies to both students with and without disabilities.

#### **CRDC Definitions:**

- “Mechanical restraint” refers to the use of any device or equipment to restrict a student’s freedom of movement. The term does not include devices implemented by trained school personnel or utilized by a student that have been prescribed by an appropriate medical or related services professional.
- “Physical restraint” refers to a personal restriction that immobilizes or reduces the ability of a student to move their torso, arms, legs, or head freely. This does not include a physical escort, which would be applicable for a temporary setting for the purpose of inducing a student who is acting out to walk to a safe location.
- “Seclusion” means the involuntary confinement of a pupil, apart from other pupils, in a room or area from which the pupil is physically prevented from leaving. This does not include a timeout, which is a behavior management technique that is part of an approved program in a non-locked setting for the purpose of calming.

A covered (trained) individual may use seclusion on a pupil at school only if all of the following apply:

- The pupil’s behavior presents a clear, present, and imminent risk to the physical safety of the pupil or others and it is the least restrictive intervention feasible.
- A covered individual maintains constant supervision of the pupil, either by remaining in the room or area with the pupil or by observing the pupil through a window that allows the covered individual to see the pupil at all times.
- The room or area in which the pupil is secluded is free of objects or fixtures that may injure the pupil.
- The pupil has adequate access to bathroom facilities, drinking water, necessary medication, and regularly scheduled meals.
- The duration of the seclusion is only as long as necessary to resolve the clear, present, and imminent risk to the physical safety of the pupil or others.

Districts are required to report on two (2) types of restraint: mechanical and physical, and seclusion, detailing both the number of students (by disability status) and number of incidents. For example, the use of handcuffs by police officers would constitute a mechanical restraint and schools are required to fully document identified instances. Both a summary report and a full building level report are attached. For the 2024-25 school year, KUSD had 20 incidents of *mechanical* restraint, 222 incidents of *physical* restraint, and 67 incidents of *seclusion*.

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

This report is for informational purposes only.

Dr. Jeffrey Weiss  
Superintendent of Schools

Stacy Guckenberger  
Director of Special Education and Student Support

Kristopher Keckler  
Chief Information Officer

Laura Sawyer  
Research Analyst

**Number of Restraint or Seclusion Incidents by Demographics 2024-25**

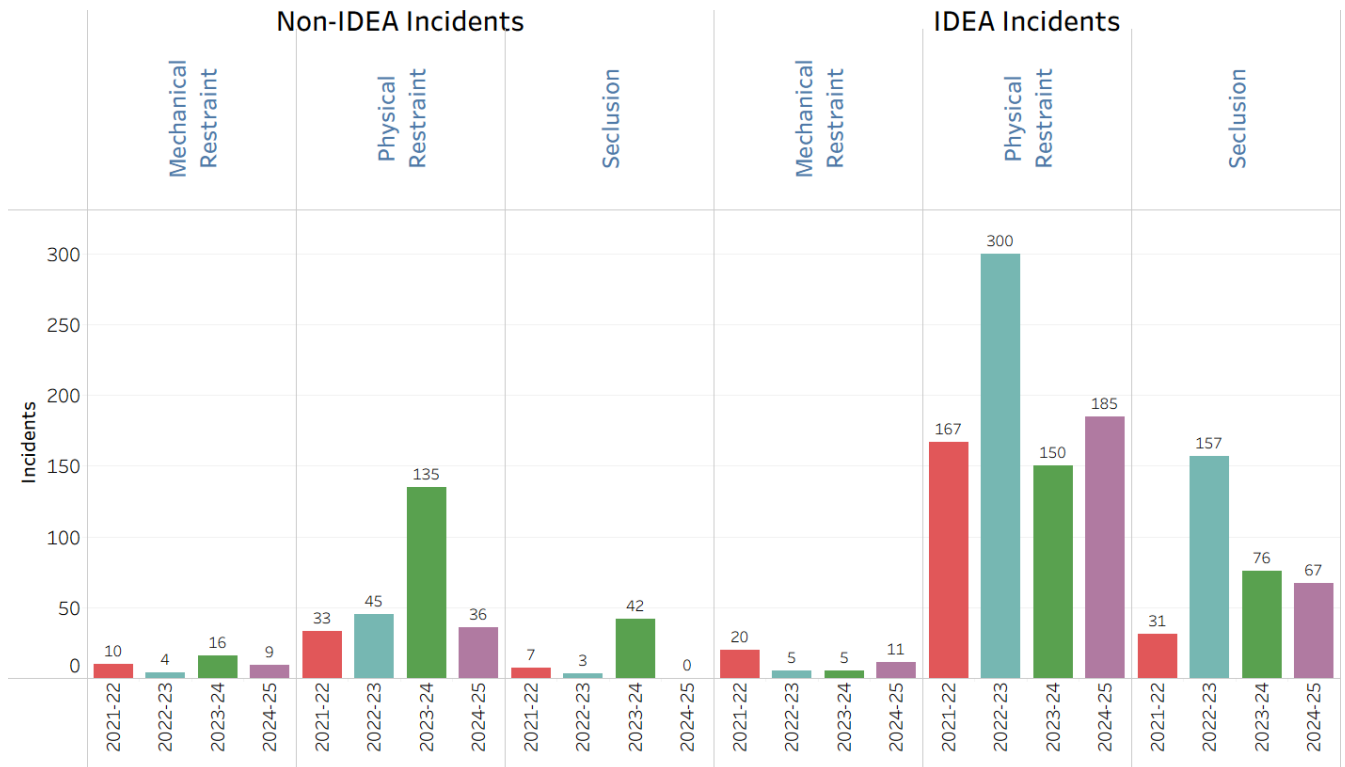
Type	Male										Female									
	H	I	A	P	B	W	T	Total	504	LEP	H	I	A	P	B	W	T	Total	504	LEP
<b>Non-IDEA Students</b>																				
Mechanical Restraint	2	0	0	0	2	4	1	9	0	1	0	0	0	0	0	0	0	0	0	0
Physical Restraint	3	0	0	0	9	14	0	26	1	1	1	0	0	0	8	1	1	11	0	0
Seclusion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>IDEA Students</b>																				
Mechanical Restraint	1	0	0	0	4	4	1	10	0	0	0	0	0	0	0	1	0	1	0	0
Physical Restraint	15	0	0	0	33	61	48	157	0	3	4	0	16	0	4	3	1	28	0	0
Seclusion	5	0	0	0	14	15	32	66	0	2	0	0	1	0	0	0	0	1	0	0

### Number of Students of Restraint or Seclusion 2024-25

Type	Non-IDEA Students	Students Serviced Under Section 504 Only	IDEA Students
Mechanical Restraint	9	0	11
Physical Restraint	20	1	66
Seclusion	0	0	23

### Number of Incidents of Restraint or Seclusion SY 2021-22, 2022-23, 2023-2024 and 2024-25

Type	Non-IDEA				Serviced Under Section 504 Only <i>(not included in graph below)</i>				IDEA			
	21-22	22-23	23-24	24-25	21-22	22-23	23-24	24-25	21-22	22-23	23-24	24-25
Mechanical Restraint	10	4	16	9	0	1	1	0	20	5	5	11
Physical Restraint	33	45	135	36	0	1	1	1	167	300	150	185
Seclusion	7	3	42	0	0	0	0	0	31	157	76	67



Kenosha Unified School District  
2024-25 Restraint and Seclusion

**Table 1. Non-IDEA Students Subjected to Mechanical Restraint**

School	Male										Female									
	H	I	A	P	B	W	T	Total	504	LEP	H	I	A	P	B	W	T	Total	504	LEP
Bose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bradford	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Brass	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bullen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chavez Learning Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha School of Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Forest Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Frank	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grewenow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harborside	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harvey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hillcrest	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Indian Trail	0	0	0	0	1	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0
Jeffery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha 4K (community sites)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phoenix Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView K-8 Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lance	1	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0
Mahone	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pleasant Prairie	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Prairie Lane	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuther	1	0	0	0	1	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0
Ruth Harman Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roosevelt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Somers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Southport	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Strange	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tremper	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Washington	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Whittier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>9</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

H= Hispanic or Latino of any race  
I= American Indian or Alaska Native  
A= Asian

P= Native Hawaiian or Other Pacific Islander  
B= Black or African American  
W= White

T= Two or more races  
504 = Section 504 status  
LEP= Limited English proficient

Kenosha Unified School District  
2024-25 Restraint and Seclusion

**Table 2. Non-IDEA Students Subjected to Physical Restraint**

School	Male										Female									
	H	I	A	P	B	W	T	Total	504	LEP	H	I	A	P	B	W	T	Total	504	LEP
Bose	0	0	0	0	1	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0
Bradford	1	0	0	0	1	1	0	3	0	0	1	0	0	0	4	0	0	5	0	0
Brass	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bullen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chavez Learning Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha School of Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Forest Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Frank	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
Grant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grewenow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harborside	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harvey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hillcrest	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Indian Trail	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jeffery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha 4K (community sites)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phoenix Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView K-8 Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mahone	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pleasant Prairie	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Prairie Lane	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Reuther	1	0	0	0	1	1	0	3	0	0	0	0	0	3	1	1	5	0	0	0
Ruth Harman Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roosevelt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Somers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Southport	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Strange	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Tremper	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0
Washington	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Whittier	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>5</b>	<b>0</b>	<b>14</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>1</b>	<b>1</b>	<b>11</b>	<b>0</b>	<b>0</b>

H= Hispanic or Latino of any race  
I= American Indian or Alaska Native  
A= Asian

P= Native Hawaiian or Other Pacific Islander  
B= Black or African American  
W= White

T= Two or more races  
504 = Section 504 status  
LEP= Limited English proficient

Kenosha Unified School District  
2024-25 Restraint and Seclusion

**Table 3. Non-IDEA Students Subjected to Seclusion**

School	Male										Female									
	H	I	A	P	B	W	T	Total	504	LEP	H	I	A	P	B	W	T	Total	504	LEP
Bose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bradford	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Brass	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bullen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chavez Learning Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha School of Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Forest Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Frank	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grewenow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harborside	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harvey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hillcrest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Indian Trail	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jeffery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha 4K (community sites)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phoenix Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView K-8 Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mahone	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pleasant Prairie	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Prairie Lane	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuther	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ruth Harman Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roosevelt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Somers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Southport	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Strange	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tremper	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Washington	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Whittier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

H= Hispanic or Latino of any race  
I= American Indian or Alaska Native  
A= Asian

P= Native Hawaiian or Other Pacific Islander  
B= Black or African American  
W= White

T= Two or more races  
504 = Section 504 status  
LEP= Limited English proficient

Kenosha Unified School District  
2024-25 Restraint and Seclusion

**Table 4. IDEA Students Subjected to Mechanical Restraint**

School	Male									Female									
	H	I	A	P	B	W	T	Total	LEP	H	I	A	P	B	W	T	Total	LEP	
Bose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bradford	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Brass	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bullen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chavez Learning Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha School of Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Forest Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Frank	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Grant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grewenow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harborside	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Harvey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hillcrest	0	0	0	0	1	1	1	3	0	0	0	0	0	0	0	0	0	0	0
Indian Trail	1	0	0	0	1	1	0	3	0	0	0	0	0	0	0	0	0	0	0
Jeffery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha 4K (community sites)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phoenix Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView K-8 Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lance	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0
Mahone	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0
Nash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pleasant Prairie	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Prairie Lane	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuther	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0
Ruth Harman Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roosevelt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Somers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Southport	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Strange	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tremper	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Washington	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Whittier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>

H= Hispanic or Latino of any race  
I= American Indian or Alaska Native  
A= Asian

P= Native Hawaiian or Other Pacific Island T= Two or more races  
B= Black or African American  
W= White

504 = Section 504 status  
LEP= Limited English proficient

Kenosha Unified School District  
2024-25 Restraint and Seclusion

**Table 5. IDEA Students Subjected to Physical Restraint**

School	Male									Female								
	H	I	A	P	B	W	T	Total	LEP	H	I	A	P	B	W	T	Total	LEP
Bose	2	0	0	0	3	2	3	10	1	0	0	0	0	0	0	0	0	0
Bradford	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	1	1	0
Brass	0	0	0	0	1	2	0	3	0	1	0	0	0	0	0	0	1	0
Bullen	0	0	0	0	1	2	0	3	0	1	0	0	0	0	0	0	1	0
Chavez Learning Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kenosha School of Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Forest Park	1	0	0	0	2	3	1	7	0	0	0	0	0	0	0	0	0	0
Frank	2	0	0	0	6	2	1	11	0	0	0	0	0	0	0	0	0	0
Grant	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0
Grewenow	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0
Harborside	0	0	0	0	0	1	0	1	0	1	0	0	0	0	0	0	1	0
Harvey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hillcrest	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1	0	1	0
Indian Trail	1	0	0	0	1	0	0	2	0	0	0	1	0	0	0	0	1	0
Jeffery	2	0	0	0	0	1	0	3	0	0	0	0	0	1	0	0	1	0
Kenosha 4K (community sites)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phoenix Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LakeView K-8 Academy	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0
Lance	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0
Mahone	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0
Nash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pleasant Prairie	0	0	0	0	1	1	0	2	0	0	0	0	0	0	0	0	0	0
Prairie Lane	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reuther	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0
Ruth Harman Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roosevelt	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0
Somers	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0
Southport	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0
Strange	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tremper	0	0	0	0	0	2	0	2	0	0	0	0	0	0	1	0	1	0
Washington	0	0	0	0	1	0	0	1	0	0	0	0	0	1	0	0	1	0
Whittier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>20</b>	<b>11</b>	<b>58</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>10</b>	<b>0</b>

H= Hispanic or Latino of any race  
I= American Indian or Alaska Native  
A= Asian

P= Native Hawaiian or Other Pacific Island T= Two or more races  
B= Black or African American  
W= White

504 = Section 504 status  
LEP= Limited English proficient

Kenosha Unified School District  
2024-25 Restraint and Seclusion

**Table 6. IDEA Students Subjected to Seclusion**

	Male										Female									
	H	I	A	P	B	W	T	Total	LEP	H	I	A	P	B	W	T	Total	LEP		
Bose	2	0	0	0	3	1	3	9	1	0	0	0	0	0	0	0	0	0		
Bradford	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Brass	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Bullen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Chavez Learning Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Kenosha School of Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Forest Park	1	0	0	0	1	3	1	6	0	0	0	0	0	0	0	0	0	0		
Frank	1	0	0	0	2	1	0	4	0	0	0	0	0	0	0	0	0	0		
Grant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Grewenow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Harborside	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Harvey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Hillcrest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Indian Trail	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0		
Jeffery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Kenosha 4K (community sites)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Phoenix Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
LakeView	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
LakeView K-8 Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Lance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mahone	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Nash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Pleasant Prairie	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Prairie Lane	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Reuther	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ruth Harman Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Roosevelt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Somers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Southport	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Strange	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Tremper	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Washington	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Whittier	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
<b>TOTAL</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>		

H= Hispanic or Latino of any race  
I= American Indian or Alaska Native  
A= Asian

P= Native Hawaiian or Other Pacific Island T= Two or more races  
B= Black or African American  
W= White

504 = Section 504 status  
LEP= Limited English proficient

Kenosha Unified School District  
2024-25 Restraint and Seclusion

**Table 7. Instances of Restraint or Seclusion**

School	Mechanical Restraint			Physical Restraint			Seclusion		
	IDEA	Only 504	Non-IDEA	IDEA	Only 504	Non-IDEA	IDEA	Only 504	Non-IDEA
Bose	0	0	0	50	0	5	44	0	0
Bradford	1	0	1	3	0	8	0	0	0
Brass	0	0	0	4	0	0	0	0	0
Bullen	0	0	0	32	0	0	0	0	0
Chavez Learning Station	0	0	0	0	0	0	0	0	0
Kenosha School of Language	0	0	0	0	0	0	0	0	0
Forest Park	0	0	0	19	0	0	18	0	0
Frank	1	0	0	18	0	2	4	0	0
Grant	0	0	0	2	0	0	0	0	0
Grewenow	0	0	0	1	0	0	0	0	0
Harborside	0	0	0	2	0	0	0	0	0
Harvey	0	0	0	0	0	0	0	0	0
Hillcrest	3	0	1	2	0	1	0	0	0
Indian Trail	3	0	3	20	0	0	1	0	0
Jeffery	0	0	0	7	0	0	0	0	0
Kenosha 4K (community sites)	0	0	0	0	0	0	0	0	0
Phoenix Project	0	0	0	0	0	0	0	0	0
LakeView	0	0	0	0	0	0	0	0	0
LakeView K-8 Academy	0	0	0	7	0	0	0	0	0
Lance	1	0	1	2	0	0	0	0	0
Mahone	1	0	0	1	0	0	0	0	0
Nash	0	0	0	0	0	0	0	0	0
Pleasant Prairie	0	0	0	2	0	0	0	0	0
Prairie Lane	0	0	0	0	0	10	0	0	0
Reuther	1	0	3	1	0	8	0	0	0
Ruth Harman Academy	0	0	0	0	0	0	0	0	0
Roosevelt	0	0	0	1	0	0	0	0	0
Somers	0	0	0	4	0	0	0	0	0
Southport	0	0	0	1	0	0	0	0	0
Strange	0	0	0	0	0	1	0	0	0
Tremper	0	0	0	4	0	1	0	0	0
Washington	0	0	0	2	0	0	0	0	0
Whittier	0	0	0	0	1	0	0	0	0
<b>TOTAL</b>	<b>11</b>	<b>0</b>	<b>9</b>	<b>185</b>	<b>1</b>	<b>36</b>	<b>67</b>	<b>0</b>	<b>0</b>

IDEA = Students with disabilities

Non-IDEA = Students without disabilities and students with disabilities served solely under Section 504

S504 = Students with disabilities that are provided with services under Section 504 and are not provided with services under the Individuals with Disabilities Education Act (IDEA)

**Kenosha Unified School District  
Kenosha, Wisconsin**

**August 26, 2025**

**REVISION OF POLICY AND RULE 1710– NONDISCRIMINATION ON THE BASIS  
OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES (TITLE IX)**

**Background**

Proposed revisions are recommended to Policy 1710 - Nondiscrimination on the Basis of Sex in Education Programs or Activities (Title IX) to add an additional Title IX Coordinator and update the existing coordinator information.

The proposed revisions to Policy 1710 – Nondiscrimination on the Basis of Sex in Education Programs or Activities (Title IX) include:

- Page 4 - Replacing the word “two” with “three” designated Title IX Coordinators.
- Page 5 - Add “Anthony Casper” as the first Coordinator and his contact information.
- Page 5 – Change Michelle Santelli’s title from “Regional Coordinator of Elementary School Leadership” to “Regional Coordinator of High School Leadership.”
- Page 5 – Correct the email address for William Haithcock from “[whaithco@kus.edu](mailto:whaithco@kus.edu)” to “[whaithco@kUSD.edu](mailto:whaithco@kUSD.edu).”

**Recommendation**

Administration recommends that the Board of Education approve to the revisions to Policy and Rule 1710 – Nondiscrimination on the Basis of Sex in Education Programs or Activities (Title IX) as a first and second reading on August 26, 2025.

Dr. Jeffery Weiss  
Superintendent of Schools

William Haithcock  
Chief of School Leadership

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

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

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

TITLE IX SEXUAL HARASSMENT PROHIBITED

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

- A. A District employee conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (“*quid pro quo*”);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
- C. “Sexual assault” as defined in 20 U.S.C. § 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. § 12291(a)(10), “domestic violence” as defined in 34 U.S.C. § 12291(a)(8), or “stalking” as defined in 34 U.S.C. § 12291(a)(30).
  - 1. “Sexual assault” means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.
    - a. *Rape* is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is

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

Page 2

incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.

- b. *Sodomy* is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
  - c. *Sexual Assault with an Object* is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An “object” or “instrument” is anything used by the offender other than the offender’s genitalia.
  - d. *Fondling* is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
  - e. *Incest* is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
  - f. *Statutory Rape* is sexual intercourse with a person who is under the statutory age of consent as defined by Wis. Stat. §§ 948.02 or 948.09, or whose status as a student prohibits such sexual contact per Wis. Stat. §948.095.
  - g. *Other Sexual Contact* includes the intentional emission of bodily fluids on the complainant, or at the direction of the Respondent, for the purposes of sexual gratification as defined in Wis. Stat. § 940.225(5)(b).
2. “Domestic violence” includes felony or misdemeanor crimes of violence committed by:
- a. A current or former spouse or intimate partner of the victim;
  - b. A person with whom the victim shares a child in common;

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

Page 3

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

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

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

### DEFINITIONS

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

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

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

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

Page 4

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

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

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

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

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

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

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

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

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

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

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

Page 5

**Anthony Casper**  
**Principal of eSchool**  
**8518 22<sup>nd</sup> Ave**  
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3600 52<sup>nd</sup> Street  
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Michelle Santelli  
Regional Coordinator of ~~Elementary~~ **High**  
School Leadership  
3600 – 52<sup>nd</sup> Street  
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(262) 359-6008  
[msantell@kUSD.edu](mailto:msantell@kUSD.edu)

#### MAKING A REPORT

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

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

#### REVIEWING REPORTED SEXUAL HARASSMENT

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

If the Complainant does not file a formal complaint, the Title IX Coordinator has the authority to sign a formal complaint and trigger the District's Title IX grievance process if: (1) the Complainant is not an eligible student and therefore is ineligible to file a formal complaint, or (2) the Complainant chooses not to file a formal complaint but the Title IX Coordinator finds that the District's interests are substantial enough that the matter should be investigated and resolved.

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

Page 6

through the grievance process without the Complainant's direct cooperation. Upon signing a formal complaint, the Title IX Coordinator does not become a complainant or a party to the complaint, and any Complainant who is identified in relation to the allegations retains their status as a Complainant in connection with the grievance process.

Further, the Title IX Coordinator will analyze the report to determine whether the allegations implicate another or additional District or Board policy, which would require another or additional processes. These policies include 4111 – Employee Anti-Harassment, 5110.1 – Student Equal

Opportunity and Non-discrimination in Education, 5110.2 – Nondiscrimination Guidelines Related to Students Who Are Transgender and Students Nonconforming to Gender Role Stereotypes, 5111 – Bullying, 5540 – Abuse/Neglect, and 4112 – Violence in the Workplace.

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

#### FORMAL TITLE IX COMPLAINT GRIEVANCE PROCESS

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

- A. The formal complaint or specific allegations in the formal complaint must be dismissed if the conduct alleged in the formal complaint:
  - 1. Would not constitute sexual harassment as defined under Title IX even if proved;
  - 2. Did not occur within the District's education program or activity; or
  - 3. Did not occur against a person in the United States.
  
- B. The formal complaint or specific allegations in the formal complaint may be dismissed if any of the following apply:

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

Page 7

1. The Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the formal complaint or any allegations therein; or
2. The Respondent is no longer enrolled in the District or no longer employed by the District;
3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination.

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

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

- A. Treat Complainants and Respondents equitably by providing remedies to a Complainant where the Respondent is determined to be responsible for sexual harassment and by following a grievance process that complies with Title IX before the imposition of any disciplinary sanctions or other actions against a Respondent.
- B. Require an objective evaluation of all relevant evidence and provide that credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.
- C. Require that any person designated by the District as a Title IX Coordinator, investigator, decision-maker, or informal process facilitator not have any conflict of interest or bias for or against the Complainant or Respondent or complainants or respondents generally.
- D. Require that any person designated by the District as a Title IX Coordinator, investigator, decision-maker, or informal process facilitator receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process, and how to serve impartially.
- E. Require that any person designated by the District as an investigator receive training on issues of relevance to produce an investigative report that fairly summarizes relevant evidence.
- F. Require that any person designated by the District as a decision-maker receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.

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

Page 8

- G. Include a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- H. Include reasonably prompt timeframes for conclusion of the grievance process.
- I. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
- J. Base all decisions on the preponderance of evidence standard, which means the evidence must show that sexual harassment more likely than not did occur and more likely than not the Respondent committed the sexual harassment at issue.
- K. Include the procedures and permissible bases for the Complainant and Respondent to appeal.
- L. Describe the range of supportive measures available to Complainants and Respondents.
- M. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

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

#### INFORMAL INVESTIGATION

At any point after a formal complaint has been filed but before reaching a determination of responsibility under the full grievance process, the District may ask the parties if they wish to consider addressing the situation through an informal resolution process facilitated by the District. Informal resolution shall be strictly voluntary. Informal resolution will not be an option if the formal complaint includes allegations that a District employee or third-party adult sexually harassed a student or allegations of sexual assault.

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

### INVESTIGATION

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

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

### DETERMINATION OF RESPONSIBILITY

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

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

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

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

### APPEAL

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

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

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

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

Page 11

ENFORCEMENT

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

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

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

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

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

RETALIATION PROHIBITED

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

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

The exercise of rights protected under the First Amendment of the United States Constitution shall not constitute retaliation prohibited under this policy.

#### APPLICATION OF THE FIRST AMENDMENT

The Board shall construe and apply this policy consistent with the First Amendment of the United States Constitution. In no case will a Respondent be found to have committed sexual harassment based on the expressive conduct that is protected by the First Amendment.

#### AUTHORITY

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

#### CONFIDENTIALITY

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

#### CONSOLIDATION OF FORMAL COMPLAINTS

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

#### OTHER AVAILABLE REMEDIES

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

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

Page 13

NOTICE

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

RECORDKEEPING

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

TRAINING

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

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

CROSS REF.:                   4111 Employee Anti-Harassment  
                                      4224 Employee Code of Ethics  
                                      5110.1 Student Equal Opportunity, Non-Discrimination and Anti-Harassment in Education  
                                      5110.2 Nondiscrimination Guidelines Related to Students Who Are Transgender and Students Nonconforming to Gender Role Stereotypes  
                                      5111 Bullying  
                                      5540 Abuse/Neglect

POLICY 1710  
NONDISCRIMINATION ON THE BASIS OF SEX IN  
EDUCATION PROGRAMS OR ACTIVITIES (TITLE IX)  
Page 14

ADMINISTRATIVE REGULATIONS: 34 C.F.R. Part 106  
Wis. Admin. Code PI ch. 9

AFFIRMED: September 27, 2022.

REVISED: July 23, 2024



## National Hispanic Heritage Month 2025

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

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

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

**WHEREAS**, we recognize and honor the contributions of Hispanic and Latino leaders, educators and community members in Kenosha and Wisconsin, whose impact continues to shape our schools and communities; and

**WHEREAS**, KUSD is committed to fostering an inclusive, equitable, and respectful learning environment for all students, and acknowledges the importance of honoring the histories and contributions of Hispanic and Latino communities year-round; and

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

**WHEREAS**, integrating Hispanic history throughout the school year and across all subject areas enriches students’ understanding of U.S. history and contributes to a more accurate and inclusive education.

**NOW, THEREFORE, BE IT RESOLVED** that Kenosha Unified School District’s Board of Education does hereby proclaim September 15 to October 15 as National Hispanic Heritage Month, and encourages all schools to engage in meaningful educational activities that reflect the spirit and purpose of this observance.

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*President, Board of Education*

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*Superintendent of Schools*

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*Secretary, Board of Education*

*Members of the Board:*

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*Resolution 450  
August 26, 2025*



## Mes Nacional de la Herencia Hispana 2025

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

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

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

**CONSIDERANDO**, que reconocemos y honramos las contribuciones de hispanos y líderes latinos, educadores y los miembros de la comunidad en Kenosha y Wisconsin, cuyo impacto continúa moldeando nuestras escuelas y comunidades; y

**CONSIDERANDO**, que el Distrito Escolar Unificado de Kenosha ( KUSD) está comprometido a fomentar un entorno de aprendizaje inclusivo, equitativo y respetuoso para todos los estudiantes, y reconoce la importancia de honrar las historias y contribuciones de las comunidades hispanas y latinas durante todo el año; y

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

**CONSIDERANDO**, que integrar la historia Hispana durante el año escolar y en todas las áreas temáticas enriquece la comprensión de los estudiantes sobre la historia de los Estados Unidos y contribuye a una educación más precisa e inclusiva

**AHORA, POR LO TANTO, SE RESUELVE** que la Junta de Educación del Distrito Escolar Unificado de Kenosha proclama del 15 de septiembre al 15 de octubre como el Mes Nacional de la Herencia Hispana e invita a todas las escuelas a participar en actividades educativas significativas que reflejen el espíritu y propósito de esta conmemoración.

\_\_\_\_\_  
*Presidente, Junta de Educación*

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*Superintendente de Escuelas*

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*Secretario, Junta de Educación*

*Miembros de la Junta:*

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*Resolución 450  
26 de agosto de 2025 enorgullécete*



## National Suicide Prevention Month 2025

**WHEREAS**, September is National Suicide Prevention Month, which is intended to help raise awareness that prevention is possible; treatment is effective; and people do recover; and

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

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

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

**WHEREAS**, we recognize the importance of empowering students to support one another and fostering safe spaces that encourage open conversations about mental health; and

**WHEREAS**, reducing the stigma associated with mental illness and suicide is critical to ensuring that those in need feel safe seeking help; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** that Kenosha Unified School District’s Board of Education does hereby proclaim September as National Suicide Prevention Month, and encourages schools, families and community partners to engage in ongoing prevention, education and outreach efforts throughout the year.

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*President, Board of Education*

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*Superintendent of Schools*

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*Secretary, Board of Education*

*Members of the Board:*

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*Resolution 451  
August 26, 2025*