

CLINTONVILLE PUBLIC SCHOOL DISTRICT
Clintonville, WI 54929
Regular Meeting of the Board of Education

Monday, February 10, 2025
6:00 p.m.
High School IMC

Please Google search "Clintonville Events You Tube", or use the following link to go directly to the Clintonville Events YouTube channel:

<https://www.youtube.com/channel/UCMHZeWzjIFzVnX3EX18nLlg/featured>

District Mission Statement

The Clintonville Public School District, in partnership with its citizens, will empower those we educate to become lifelong learners who can think independently, critically, and creatively. Further, it is our mission to educate individuals to be successful, contributing members of our society and responsible, caring citizens in a diverse world.

AGENDA

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. OPEN MEETING STATEMENT

This February 10, 2025 meeting of the Clintonville Board of Education, and all other meetings of the board, is open to the public in compliance with state statute. Notice of the meeting has been sent to the media, and has been publicly posted, in an attempt to make the citizens of the district aware of the time, place and agenda of this meeting. Upon request to the District Administrator; submitted twenty-four (24) hours in advance, the District shall make reasonable accommodation including the provision of informational material in an alternative format for a disabled person to attend this meeting.

IV. APPROVE AGENDA

V. PLEDGE OF ALLEGIANCE

VI. READING AND APPROVAL OF MINUTES

- A. Regular Meeting - January 27, 2025
- B. Special Meeting - February 3, 2025

VII. PUBLIC COMMENTS/COMMUNICATIONS

While the Board of Education welcomes communication from the public, proper procedure must be followed. Any person intending to address the Board must first fill out a Public Comments Registration Form (please see Policy #0167.3 re: Public Participation). As a reminder, this meeting of the Board is not a forum for personal attacks on any public official, staff member or citizen.

VIII. ADMINISTRATIVE REPORTS

A. Superintendent's Report - for Information

Troy Kuhn will present District updates to the Board of Education.

Support Staff Hire - Child Care Center

- a. Jacquelyn Syring - Assistant Teacher, part-time, effective February 5, 2025

Support Staff Hours Increase - Child Care Center

- a. Angela Rhodes - Lead Teacher, from part-time to full-time, effective February 17, 2025

Recognition

1. Natural World for Kids Fund within Clintonville Area Foundation Grant - for

Information. The administration will inform the Board of Education regarding a \$7,849.23 grant received from the Natural World for Kids Fund within the Clintonville Area Foundation, to provide environmental education and support programs and projects that enhance the understanding of the natural world within the Clintonville Elementary and Middle Schools.

B. Other

1. District Pupil Count Enrollment Report - for Information

The administration will present enrollment information from the January 10th Second Friday Pupil Count.

2. School Board Members Concerns - for Discussion/Action

A representative from Renning Lewis and Lacy will discuss and clarify some Board of Education policies that may include, but not limited to: Public Expression, Behavior, Communication, Code of Ethics, Board Member Anti-Harassment, and School Board Norms.

3. Agricultural Lease Agreement - for Discussion/Action

The administration will present a DRAFT Memorandum of Understanding for planting, farming, and harvesting crops on school owned property.

IX. POLICY

A. Title IX Update - NonDiscrimination on the Basis of Sex in Education Programs or Activities - for Discussion/Action. The administration will recommend that the Board of Education approve a first reading of the recommendations as stated for the following Policies:

A. Policy #2264 - Rescind (2024 version)

B. Policy #2266 - Remove below statement (2020 version)

~~(The Board's Policy and Grievance Procedures for Responding to Sexual Harassment Alleged to Have Occurred Prior to 8/1/2024) Effective August 1, 2024, this policy shall only pertain to reports or formal complaints of Sexual Harassment that are based on conduct alleged to have occurred on or before July 31, 2024.~~

B. First Reading of Revisions to Policies - for Discussion/Action

The administration will recommend that the Board of Education approve a first reading of revisions to the following Policies:

A. Policy #1100 - District Organization

B. Policy #1130 - Conflict of Interest

C. Policy #1241 - Non-Reemployment of the District Administrator

D. Policy #2210 - Curriculum Development

E. Policy #2270 - Religion in the Curriculum

F. Policy #2271.01 - Start College Now Program

- G. Policy #2416 - Student Privacy and Parental Access to Information
- H. Policy #2440.01 - Summer or Interim School Attendance
- I. Policy #2464 - Programs for Gifted and Talented
- J. Policy #3214 - Staff Gifts
- K. Policy #3230 - Ethics and Conflict of Interest
- L. Policy #3281 - Personal Property of Staff Members
- M. Policy #4124 - Letter of Reasonable Assurance
- N. Policy #4214 - Staff Gifts
- O. Policy #4230 - Ethics and Conflict of Interest
- P. Policy #5113 - Open Enrollment Program (Inter-District)
- Q. Policy #5330 - Administration of Medication/Emergency Care
- R. Policy #5341 - Emergency Medical Authorization (Rescind)
- S. Policy #5512 - Use of Tobacco and Nicotine by Students
- T. Policy #5611 - Due Process Rights (Rescind)
- U. Policy #5710 - Student Complaints (Rescind)
- V. Policy #6120 - Safety Deposit Box (Rescind)
- W. Policy # 6231 - Budget Implementation
- X. Policy #6235 - Fund Balance
- Y. Policy #6620 - Petty Cash
- Z. Policy #7410 - Maintenance
- AA. Policy #7430 - Safety Standards
- BB. Policy # 7440 - Facility Security
- CC. Policy #7440.02 - Smart Monitoring Equipment
- DD. Policy #7540.03 - Student Technology Acceptable Use and Safety
- EE. Policy #7540.04 - Staff Technology Acceptable Use and Safety
- FF. Policy #7540.07 - District-Issued Student Email Account
- GG. Policy #8120 - Volunteers
- HH. Policy #8125 - Consultants
- II. Policy #8305 - Information Security
- JJ. Policy #8395 - Student Mental Health Services
- KK. Policy #8531 - Free and Reduced-Priced Meals
- LL. Policy #8600 - Transportation

C. Second Reading for Adoption of 34.1 Technical Corrections - for Discussion/Action

(The District Administrator is authorized to review and make technical corrections to policies that have already been adopted through normal rulemaking procedures. These are corrections to policy language or construction that do not reflect policy decision or substantive consideration by the Board, such as correction of a typographical or grammatical error inclusion or correction of a statutory citation, renumbering of sections, combining of policies, or similar actions).

D. Second Reading of Revisions to Policies - for Discussion/Action

The administration will recommend that the Board of Education approve a second reading of revisions to the following Policies:

- A. Policy #3440 - Job-Related Expenses
- B. Policy #4440 - Job-Related Expenses
- C. Policy #6110 - Grant Funds
- D. Policy #6111 - Internal Controls
- E. Policy #6112 - Cash Management of Grants

- F. Policy #6114 - Cost Principles - Spending Federal Funds
- G. Policy #6325 - Procurement - Federal Grants/Funds
- H. Policy #7310 - Disposition of Personal Property
- I. Policy #7450 - Property Inventory

X. ITEMS FOR FUTURE DISCUSSION

XI. ANNOUNCEMENTS

February 13	Land Use Committee Meeting	6:00 p.m.	High School IMC
February 18	School Board Primary Election		
February 21	No School - Parent/Teacher Conferences	8:00 a.m. - 3:00 p.m.	
February 24	Board of Education Meeting	6:00 p.m.	High School IMC
March 10	Board of Education Meeting	6:00 p.m.	High School IM
March 13	End of 3rd Quarter		
March 14	No School - Teacher In-Service		

XII. ADJOURNMENT

**BOARD OF EDUCATION
CLINTONVILLE PUBLIC SCHOOL DISTRICT
CLINTONVILLE, WISCONSIN 54929**

**MINUTES OF
REGULAR MEETING BOARD OF EDUCATION
January 27, 2025**

A regular meeting of the Board of Education of the Clintonville Public School District was called to order on January 27, 2025 at 6:00 p.m. in the High School IMC by President Ben Huber

Members Present: Ben Huber, Kris Strauman, Laurie Vollrath, Jason Moder, Mark Zachow, Glen Drew Lundt, and Klint Barkow.

Administration Present: Troy Kuhn, Madalyn Simonis, James Blashe, Elly Brzezinski, and Stephen Reinke

Press represented: Bert Lehman of the Tribune Gazette

Also present: Michael Engel, Ann Klemp, Christopher Hoffmann, Stacy Havlik, Bella Havlik, Danielle Ellerbrock, Mark Havlik, Alan Wichmann, Ericka Shelton, David Battenberg, Paul Kirchner, Marie Vandenberg, and Cienna Kuhn.

OPEN MEETING STATEMENT: This January 27, 2025, meeting of the Clintonville Board of Education and all other meetings of the board are open to the public in compliance with state statute. Notice of the meeting has been sent to the media, and has been publicly posted, in an attempt to make the citizens of the district aware of the time, place and agenda of this meeting. Upon request to the District Administrator, submitted twenty-four (24) hours in advance, the District shall make reasonable accommodation including the provision of informational material in an alternative format for a disabled person to be able to attend this meeting.

APPROVE AGENDA: Moved by Laurie Vollrath, seconded by Jason Moder, to approve the agenda as printed. Ayes and nays called, all voting aye. Motion carried.

The Pledge of Allegiance was recited by those in attendance

READING AND APPROVAL OF MINUTES: Moved by Laurie Vollrath, seconded by Kris Strauman to approve the minutes of the Regular Meeting of January 13, 2025. Ayes and nays called, all voting aye. Motion carried.

PUBLIC COMMENTS/COMMUNICATIONS: Christopher Hoffmann addressed the Board of Education regarding name ballot spelling.

FINANCIAL REPORT AND PRESENTATION OF VOUCHERS

Presentation of Vouchers and Receipts: Moved by Kris Strauman, seconded by Laurie Vollrath that authorization be granted to approve vouchers as attached for December, 2024. Ayes and nays called, all voting aye. Motion carried.

ADMINISTRATIVE REPORTS

Student Council/High School Report: Cienna Kuhn, Student Council President, gave a report on High School events.

FFA Presentation: Danielle Ellerbrock, FFA Advisor and students presented information and updates regarding the FFA program, and Ann Klemp, FFA Alumni member gave an update on the FFA Alumni finances.

Superintendent's Report: Troy Kuhn presented District updates to the Board of Education.

Support Staff Resignation – Child Care Center

- a. Nancy LeCloux – Lead Teacher, effective January 17, 2025

Support Staff Hire – Child Care Center

- a. Hailey Mackowiak – Lead Teacher, effective February 3, 2025

Recognition

Donation: The administration informed the Board of Education regarding an anonymous donation of \$1,500 that was received, to be used as follows:

\$500 – Technology Education

\$500 – FFA Program

\$500 – Athletic Department

Other

2025-2026 School District Calendar: Moved by Mark Zachow, seconded by Kris Strauman to approve calendar draft #2 with 175 contact days as the 2025-2026 Clintonville School District calendar. Ayes and nays called, all voting aye. Motion carried.

Explanation of District Future Needs: The administration and the Board of Education discussed future needs for the district land/athletic field assessment, staff retention/pay, and future operational needs.

Title IX and Other Policies: The administration and the Board of Education discussed how current state and federal decisions may affect local school district policies.

School District Vehicle Purchase: Moved by Jason Moder, seconded by Glen Drew Lundt to grant authority to the Superintendent to decide which vehicle would be the best fit for the district, not to exceed \$50,000. Ayes and nays called, all voting aye. Motion carried.

POLICY

First Reading for Adoption of 34.1 Technical Corrections: Moved by Kris Strauman, seconded by Laurie Vollrath to approve a first reading to adopt 34.1 Technical Corrections. (The District Administrator is authorized to review and make technical corrections to policies that have already been adopted through normal rulemaking procedures. These are corrections to Policy language or construction that do not reflect policy decision or substantive consideration by the Board, such as correction of a typographical or grammatical error inclusion or correction of a statutory citation, renumbering of sections, combining of policies, or similar actions). Ayes and nays called, all voting aye. Motion carried.

First Reading of Revisions to Policies: Moved by Kris Strauman, seconded by Laurie Vollrath to approve a first reading of revisions to the following Policies:

- A. Policy #3440 – Job-Related Expenses
- B. Policy #4440 – Job-Related Expenses
- C. Policy #6110 – Grant Funds
- D. Policy #6111 – Internal Controls
- E. Policy #6112 – Cash Management of Grants
- F. Policy #6114 – Cost Principles – Spending Federal Funds
- G. Policy #6325 – Procurement – Federal Grants/Funds
- H. Policy #7310 – Disposition of Personal Property
- I. Policy #7450 – Property Inventory

Ayes and nays called, all voting aye. Motion carried.

ITEMS FOR FUTURE STRATEGIC DISCUSSION

- A. Nutrition Mission – Board Activity – Wednesday, March 19th at 4:00 p.m.
- B. Possible Censure of Board Members

ANNOUNCEMENTS

February 3	Special Board of Education Meeting (Insurance Discussion)	6:00 p.m.	High School IMC
February 10	Board of Education Meeting	6:00 p.m.	High School IMC
February 18	School Board Primary Election		
February 21	No School – Parent/Teacher Conferences	8:00 a.m.-3:00 p.m.	
February 24	Board of Education Meeting	6:00 p.m.	High School IMC

ADJOURNMENT: Moved by Laurie Vollrath, seconded by Kris Strauman to adjourn. Ayes and nays called, all voting aye. Motion carried and the meeting adjourned at 7:45 p.m.

Laurie Vollrath, Board Clerk

**BOARD OF EDUCATION
CLINTONVILLE PUBLIC SCHOOL DISTRICT
CLINTONVILLE, WISCONSIN 54929**

**MINUTES OF SPECIAL MEETING
BOARD OF EDUCATION
February 3, 2025**

A Special Meeting of the Board of Education of the Clintonville Public School District was called to order on February 3, 2025 at 6:00 p.m. in the High School IMC by Vice President Kris Strauman.

Members present: Kris Strauman, Laurie Vollrath, Jason Moder, Mark Zachow, and Glen Drew Lundt

Klint Barkow arrived at 6:12 p.m.

Members Excused: Ben Huber

Admin present: Troy Kuhn

Others present: Kathryn Murphy, Jessica Holtz, and Ken Zastrow

MEETING STATEMENT: This February 3, 2025 special meeting of the Clintonville Board of Education and all other meetings of the board are open to the public in compliance with state statute. Notice of the meeting has been sent to the media, and has been publicly posted, in an attempt to make the citizens of the district aware of the time, place and agenda of this meeting.

APPROVE AGENDA: Moved by Laurie Vollrath seconded by Jason Moder to approve the agenda as printed. Ayes and nays called, all voting aye. Motion carried.

The Pledge of Allegiance was cited by those in attendance.

PUBLIC COMMENTS: None

OTHER

District Health Insurance Benefits: Ken Zastrow from NIS presented information regarding the district's health insurance benefits renewal options.

ADJOURNMENT: Moved by Laurie Vollrath, seconded by Jason Moder to adjourn. Ayes and nays called, all voting aye. Motion carried and meeting adjourned at 7:04 p.m.

Laurie Vollrath, Clerk



January 22, 2025

Troy Kuhn
Clintonville Public School District
45 W. Green Tree Rd.
Clintonville, WI 54929-1055

Congratulations!

I am pleased to inform you that the Clintonville Area Foundation, an affiliate within the Community Foundation for the Fox Valley Region, has awarded a grant to your organization from the *Natural World for Kids Fund*. Details of this distribution are as follows:

Amount: \$7,849.23

Designation: Natural World for Kids Fund, to provide environmental education and support programs and projects that enhance the understanding of the natural world within the Clintonville Public Elementary and Middle Schools

The IRS stipulates that in exchange for the grant, no tangible goods or benefits may be received by the donor who established the fund, or by an advisor or related party. No tax receipt is required to be sent to the Community Foundation or the donor, donor advisor or related party who has recommended this grant. However, if you wish to express your appreciation, please mail it to the Community Foundation at 4455 W. Lawrence St., Appleton, WI 54914 and we will forward it. If you plan to publicize your receipt of this award, please refer to it as a grant from the "*Natural World for Kids Fund* within Clintonville Area Foundation," or contact me to discuss other public references.

If you have any questions, I may be reached at 920.702.7615 or dweiss@cfoxvalley.org. Thank you for the difference your organization makes in the lives of others. Through your efforts you are strengthening your community for current and future generations.

Sincerely,



Megan McLaughlin
Chair
Clintonville Area Foundation
130627



David Weiss
Director of Donor Services
Community Foundation for the Fox Valley Region

PI-1563 Pupil Count Report

1/23/2025

Second Friday in January FY 2024-2025

Per Wisconsin Statute §121.05 the district is required to maintain this signature page on file at the district. Do not send to the Department.

Clintonville (1141)
45 West Green Tree Road
Clintonville WI 54929
CESA #08
Waupaca (68)

FY 2024-2025 Pupil Count - January	
Preschool Special Education	7
4 YK - 437 Hours	0
4 YK - 524.5 Hours	78
5 YK - Half Day	0
5 YK - 3 Full Days	0
5 YK - 4 Full Days	0
5 YK - 5 Full Days	78
5 YK - Blended	0
Grades 1 - 12	1,075
Total Count:	1,238

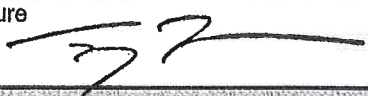
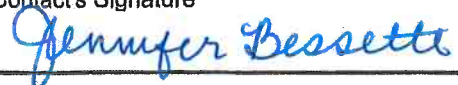
Officially submitted by user ID Bessejen0001 on 1/23/2025
3:37:44PM

Last data amendment was made by user ID Bessejen0001
on 1/23/2025 3:37:44PM

Certification Statement

I certify that the data submitted on this report is, to the best of my knowledge and belief, accurate and complete.

District Officials In Office on Date Submitted

Administrator	
Administrator's Name Troy M Kuhn	Telephone 715-823-7215 x 2604
Administrator's Signature 	Date Signed 2/5/25
Clerk	
Clerk's Name Laurie Vollrath	Telephone
Clerk's Signature	Date Signed
Person Completing this Report	
Contact's Name and Title Jennifer Bessette, Pupil Services Sec.	Telephone 715-823-7215 x 3221
Contact's Signature 	Date Signed 2/5/25

Clintonville (1141)

2024-2025 Pupil Count - January

Comparison to Prior Data

Comparison Summary				
Category	Adjusted Count January 2025	Last Count September 2024	Change From September	Percent Difference
Preschool Special Education	7	6	+1	16.67%
4 YK - 437 Hours	0	0		N/A
4 YK - 524.5 Hours	78	78	+0	0%
5 YK - Half Day	0	0		N/A
5 YK - 3 Full Days	0	0		N/A
5 YK - 4 Full Days	0	0		N/A
5 YK - 5 Full Days	78	79	-1	-1.27%
5 YK - Blended	0	0		N/A
Grades 1 - 12	1,075	1,072	+3	0.28%
Totals:	1,238	1,235	+3	0.24%

Back

Next



Clintonville Public School District
Second Friday Pupil Count
January 10, 2025

Grade Level and Building Totals

	Elementary School	Middle School	High School	Total
EC	7			
4K	67			
KG	79			
1	80			
2	75			
3	72			
4	76			
5	60			
6		79		
7		63		
8		80		
9			87	
10			104	
11			92	
12			110	
Total Students	516	222	393	1131

2024-2025 2nd Friday Count January 10, 2025	Present on Count Day	Absent on Count Day	Total Head Count
PK	0	7	7
4 yr old kg	2	65	67
KG	72	7	79
1st grade	76	4	80
2nd grade	66	9	75
3rd grade	69	3	72
4th grade	73	3	76
5th grade	54	6	60
6th grade	74	5	79
7th grade	57	6	63
8th grade	78	2	80
9th grade	86	1	87
10th grade	102	2	104
11th grade	90	2	92
12th grade	107	3	110
TOTALS	1006	125	1131

Non Resident Reductions - Open Enrollment IN	Resident Additions - Open Enrollment OUT	Adjusted Head Count
0	0	7
4	15	78
5	4	78
4	8	84
4	16	87
4	13	81
5	12	83
2	14	72
2	8	85
4	11	70
3	12	89
6	10	91
6	19	117
6	11	97
9	18	119
64	171	1238



CLINTONVILLE PUBLIC SCHOOL DISTRICT

ADMINISTRATIVE OFFICES
45 W. GREEN TREE ROAD
CLINTONVILLE, WI 54929
715-823-7215 EXT. 2610
FAX 715-823-1315

Memorandum of Understanding

Planting, Farming, and Harvesting Crops on District Owned Property

DRAFT

This Agricultural Lease Agreement ("Lease") is made this ____ day of _____, ____ ("Effective Date"), by and between the Clintonville Public School District (the "District"), a common school district under Wisconsin law, with a principal address of 45 West Green Tree Road, Clintonville, WI 54929, and _____, with a principal address of _____ (the "Tenant"), the parties to this Lease.

We hereby agree that it is mutually beneficial to all parties to facilitate a clear understanding of the roles and responsibilities when non district employees or entities are allowed to operate equipment and farm on district owned property. This Memorandum of Understanding is the agreement between the person(s) who have been allowed to farm the property and the Clintonville School District.

1. Premises. Under the terms and conditions specified in this Lease, the District hereby leases to Tenant on a non-exclusive basis, the vacant land comprising of approximately 29.28 acres (more or less), to be used for agricultural and related purposes, as indicated on the map attached hereto as Exhibit A and incorporated herein, and described as Part of Parcel Nos. 10 14 41 1 and 10 13 32 3, in Waupaca County, Wisconsin (the "Premises"), together with the right to access the Premises from Highway D, using the District's private road. **The Premises excludes a path approximately eight (8) feet wide for use by the District for ingress and egress along the east line of Parcel No. 10 14 41 1.** The tenant shall preserve the current grassland and walking trail that surrounds the land and the district reserves the right to destroy any crops planted in these areas.

2. Term. The Lease term shall be for a period of ____ () year(s) commencing on _____, _____, and ending on _____, _____. Upon surrender or termination of this Lease, Tenant shall return the Premises to the District in a similar condition as when Tenant took possession.

3. Rent. The cash rent shall be the equivalent of \$----- per acre, which shall be paid by Tenant to the District no later than March 15, _____. For any subsequent term, the cash rent shall be the average rent per acre for Waupaca County as published by the United States Department of Agriculture for non-irrigated cropland and Tenant shall similarly pay

such cash rent no later than January 15 of each year. All cash rent proceeds shall be deposited into the _____ account held by the District.

4. Permissible Use. The Premises is leased to Tenant for the purpose of cropland. Tillable land may be cultivated, and Tenant may select the crops to be planted during the term hereof, in collaboration with the District, as provided herein. If a crop is a perennial, however, Tenant shall obtain the prior written consent of the District Administrator prior to planting. Tenant's operations on the Premises shall be in accordance with the best practices and husbandry generally employed and practiced in the area. Tenant shall not use or permit the Premises to be used for any purpose or use other than those for which the Premises has been leased and in the manner provided in this Lease. In addition, Tenant's use of the Premises shall be in accordance with applicable state, federal, and local laws. Tenant shall also comply with all environmental laws, codes, or regulations of any governmental or regulatory authority, including but not limited, implementing reasonable controls to prevent runoff and erosion. Liquid or solid animal waste shall NOT be used as fertilizer unless given permission by the District Administrator. A clear plan of time, location, and amount shall be provided. Tenant shall not commit waste on, or damage to, the Premises, and shall use due care to prevent others from so doing. Tenant shall also not commit a nuisance on the Premises, or permit others to do so; nor shall Tenant use the Premises for any unlawful purpose, or allow any other person to do so. When large equipment is going to be on school property, the person(s) must notify and have approval from the District Administrator, Building Administrator, and Activities Director. The tenant must clearly state the **purpose** of the machinery on school property and **time** at which the machinery will be on school property. Erosion Control must be put in place if/when appropriate.

5. Taxes and Assessments. The District shall pay all real estate property taxes, if any, and any special assessments levied against the Premises.

6. Insurance. During the term of this Lease, Tenant shall keep in full force and effect and pay all necessary premiums for comprehensive general liability insurance against all claims for personal injury, death or property damage occurring on the Premises with minimum limits of liability of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$1,000,000.00 property damage. The policy or policies of insurance shall name the District as an additional insured and shall contain an endorsement that the insurer will not cancel or change the insurance without giving all named insureds thirty (30) calendar days prior written notice. Tenant shall provide the District certification of the issuance of such policy or policies within thirty (30) calendar days of the full execution of this Lease, and certification of renewal of such coverage not less than fifteen (15) calendar days prior to expiration of such coverage.

7. Alterations and Improvements. Tenant shall not make alterations or improvements to the Premises without the prior written consent of the District Administrator or his designee. All alterations, additions, and improvements on the Premises that may be erected or installed during the term shall become part of the Lease and the sole property of the District, except that all moveable trade fixtures installed by Tenant shall be and remain the property of the Tenant.

8. Indemnification. Tenant shall indemnify, defend, and hold harmless the District, and its Board members, employees, and insurers, from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys' fees, suffered or incurred by the District arising out of Tenant's acts, errors, or omissions or otherwise arising out of Tenant's use of the Premises. Tenant's obligations under this Paragraph shall survive termination of the Lease.

9. Default. Each of the following events shall constitute a default of this Lease by the Tenant: (a) If Tenant shall fail to pay the District any rent when the rent shall become due and fails to make the payment within ten (10) calendar days after notice thereof by the District to Tenant; (b) If Tenant shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of thirty (30) calendar days after notice thereof by the District to Tenant or, if the performance cannot be reasonably had within the thirty (30) calendar day period, Tenant fails in good faith to commence performance within such thirty (30) calendar day period or fails to diligently proceed to completion of performance; or (c) if Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall make an assignment for the benefit of creditors. In the event of a default hereunder, the District shall have all of the rights and remedies which may be provided by law and (a) may, at its option, without further notice or demand, terminate this Lease, or (b) in its sole discretion cure Tenant's default by paying any sum or performing any act required of Tenant.

10. Hazardous Materials. Tenant shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any environmental law, on or under the Premises. Tenant shall indemnify the District against any such violation resulting in the release of hazardous materials onto the Premises that is caused by Tenants or Tenant's agents, employees, or contractors. Tenant shall promptly notify the District of any such violation. Tenant shall not be responsible for any hazardous materials that were not introduced to the Premises by Tenant or its employees, agents, contractors, subcontractors, representatives or invitees. Tenant's obligations under this Paragraph shall survive termination of the Lease.

11. District Access to Premises. The District shall have access to the Premises at all reasonable hours during the term of this Lease and any renewal terms for the purpose of examining the same; provided, however, that the District shall not unreasonably interfere with the operations of Tenant. In addition, the District shall have access to the Premises for the activities of the Agrisciences program, extracurricular activities, and for its school program, including, but not limited to, soil science and horticulture activities. The District shall use reasonable efforts to avoid unreasonably interfering with the operations of Tenant.

12. Rules and Regulations of the District. No large equipment is allowed on property when a school event is being held. No large equipment is allowed on property when school is in session

from 7:30am to 3:30 pm unless approved by the Building and District Administrator. It shall only be approved if students are observing at a safe distance and is being used for educational purposes.

13. Student Participation. No student shall operate any type of powered equipment when planting, farming, or harvesting this property. Students may observe from a safe distance in the operation and use of powered equipment. Any type of observation must be approved by the Building and District Administrator (see below) Students and staff may use manual tools to plant, farm, or harvest crops. Student participation/labor will only be for curriculum and educational purposes.

14. Reports to the District. By May 1 and January 15 of each Lease term, Tenant shall provide the District with a written report. Specifically, the report due by May 1 shall notify the District of the area of planting, type of product planted, expected yield, expected expenses, and Tenant's plans/goals to enhance or supplement the District's curriculum. The report due by January 15 shall notify the District of the yield, revenue, and how the planting enhanced or supplemented the District's curriculum.

15. Assignment and Subletting. Tenant shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the District. Further, Tenant shall not permit, without the prior written consent of the District, the Premises or any part thereof, to be occupied or possessed by any other person or persons other than Tenant's agents and employees.

16. Waiver. No waiver by the District of any covenant or condition nor any waiver by the District of the breach of any covenant or condition of this Lease, shall be taken to constitute a waiver of any subsequent breach of any covenant or condition, nor justify or authorize the non-observance of any other occasion of the same or any other covenant or condition thereof, nor shall any waiver or indulgence granted by the District be taken as an estoppel against the District during the continuance of such default. A failure on the part of the District promptly to avail itself of such other right or remedies as they may have shall not be construed as a waiver of such default, but the District may at any time hereafter, if such default continues, exercise all its rights arising from such default.

17. No Joint Venture. Nothing in this Lease shall be construed as establishing the relationship of principal and agent, partnership, joint venture or other relationship between the parties except that of Landlord and Tenant. Neither party shall have any authority to enter into contracts on behalf of the other, and neither party shall be held liable for any debts or obligations incurred by the other, except as expressly set forth herein.

18. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances

are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

19. Notices. Any notice pursuant to the terms and conditions of this Lease shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledged by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective Parties may add or substitute by written notice):

To District: Troy Kuhn, District Administrator
 Clintonville District Office
 45 West Green Tree Road
 Clintonville, WI 54929
 (715) 823-7215 ext. 2604
 tkuhn@clintonville.k12.wi.us

To Tenant: _____

20. Governing Law. This Lease and the rights and duties of the parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Lease and is hereby waived.

21. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

22. Entire Agreement. This Lease, together with its exhibit(s), contains the entire agreement between the District and Tenant with respect to the leasing of the Premises, and supersedes all prior discussions, understandings or agreements, both written and oral, between the parties or their predecessors in interest relating to the subject matter hereof.

23. Amendments; Binding Effect. Except as provided in Paragraph 12, this Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both parties to this Lease. This Lease inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the District and Tenant, acting through their duly authorized representatives, have executed this Lease with the intent that it be effective as of _____, _____, and represent that they have read, understand and agree to the terms and conditions of this Agreement.

Clintonville Public School District

Tenant

By: _____

By: _____

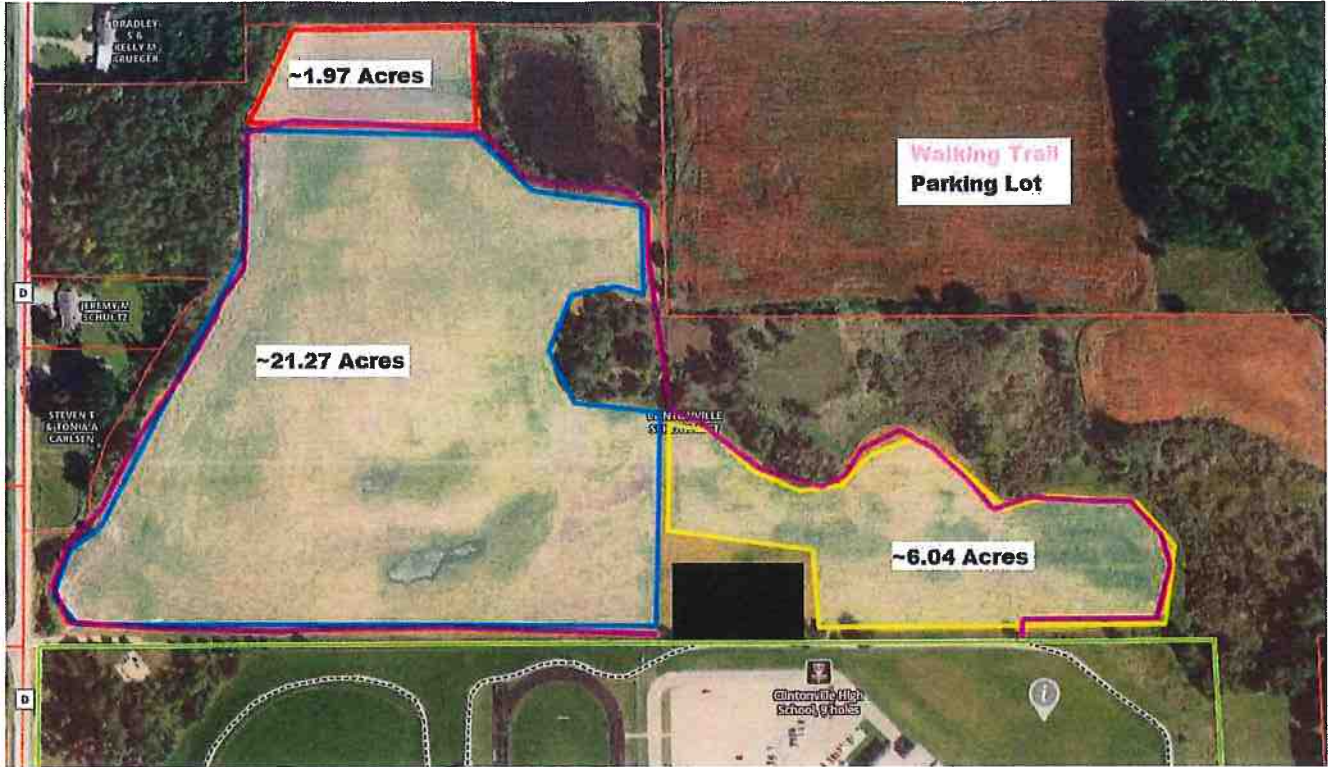
Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – MAP OF PREMISES



Book	Policy Manual
Section	0000 Bylaws
Title	PUBLIC EXPRESSION OF BOARD MEMBERS
Code	po0143.1
Status	Active
Adopted	April 22, 2019
Last Revised	September 23, 2024

0143.1 - **PUBLIC EXPRESSION OF BOARD MEMBERS**

The Board President functions as the official spokesperson for the Board. (see Bylaw 0144.5 - Board Member Behavior, Communications, and Code of Conduct)

From time-to-time, however, individual Board members make public statements, or statements to individuals, on school matters:

- A. to local media;
- B. on social media;
- C. to members of the community;
- D. to local officials and/or State officials.

Sometimes the public statements, or statements to individuals, by Board members imply, or the readers (listeners) infer, that the opinions expressed or statements made are the official positions of the Board. The misunderstandings that can result from these incidents may cause issues for the member, the Board, as well as the District. Therefore, Board members should, when writing or speaking on school matters on social media, to the media, members of the community, legislators, and other officials, make it clear that their views do not necessarily reflect the views of the Board or of their colleagues on the Board.

This bylaw shall apply to all statements and/or writings by individual Board members not explicitly sanctioned by a majority of its members, except as follows:

- A. correspondence, such as legislative proposals, when the Board member has received official guidance from the Board on the matters discussed in the letter;
- B. routine, not for publication, correspondence of the District Administrator and other Board employees;
- C. routine "thank you" letters of the Board;
- D. statements by Board members on non-school matters (providing the statements do not identify the author as a member of the Board);
- E. personal statements not intended for publication.

Revised 10/9/23
T.C. 9/23/24

© Neola 2024

Book	Policy Manual
Section	0000 Bylaws
Title	BOARD MEMBER BEHAVIOR, COMMUNICATIONS, AND CODE OF CONDUCT
Code	po0144.5
Status	Active
Adopted	May 24, 2021
Last Revised	October 9, 2023

0144.5 - **BOARD MEMBER BEHAVIOR, COMMUNICATIONS, AND CODE OF CONDUCT**

The Board functions most effectively when individual Board members act ethically, professionally, and responsibly. Board members serve as a member of the School District's governing body and do not have individual authority to represent a policy or enforce positions that are not supported by a majority of the Board as evidenced by official action of the Board (See Bylaw 0143 - Authority of Individual Board Members).

Board members accept responsibility for the well-being and positive leadership of the School District, for protecting the interests of the School District as a legal entity, and for facilitating governance for the purpose of delivering the highest quality educational and related services to all of the District's students. Conduct by Board members that compromises the legal position of the District should be avoided.

Any authority delegated to the Board President in this policy is automatically vested in the Board Vice President in the event that either the Board President is unavailable or the Board President is the Board member accused of violating this policy.

General Expectations of All Board Members

- A. Attend all scheduled Board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings.
- B. Be familiar with and follow applicable local, State, and Federal laws and regulations.
- C. Be familiar with and comply with Board policies, including policies governing Board member conduct and Board member ethics, rules of incompatibility of office, and conflicts of interest (see Bylaw 0144.3 - Conflict of Interest).
- D. Conduct themselves with integrity, honesty, and in a manner that reflects positively on the Board and on the District.
- E. Be accountable for guiding and supporting the policy decision-making process that impacts students, staff, and the community. The operation of the District is the responsibility of the administration.
- F. Establish and maintain a high level of honesty, credibility, and truthfulness in all matters dealt with by the Board.
- G. Treat others with respect and dignity at all times, and maintain decorum, and always communicate in a way that does not violate or illustrate disregard for Board policy concerning harassment or discrimination. This decency expectation applies in all communications, including while discussing sensitive, controversial, or matters involving disagreement.
- H. At all times conduct themselves in the best interest of the School District, including avoiding implicating the District in unlawful activity or supporting or encouraging efforts to harm the reputation, legal standing, or to bring other material harm to the interests of the District or the Board.
- I. Recognize that they should endeavor to make policy decisions only after full discussion at publicly held Board meetings.
- J. Render all decisions based on the available facts and independent judgment.

- K. Encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community.
- L. Work with the other Board members to establish effective Board policies and to delegate authority for the administration of the District to the District Administrator.
- M. Communicate to other Board members and the District Administrator expressions of public reaction to Board policies and school programs.
- N. Inform themselves about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by the Wisconsin Association of School Boards, the Consortium of State School Board Associations, and the National School Boards Association.
- O. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff.
- P. Refrain from using their Board positions for personal partisan gain.
- Q. Take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law.
- R. Remember always that their first and greatest concern must be for the educational welfare of the students attending the public schools.
- S. No Board member shall act or fail to act as a member of the Board in violation of 946.12, Wis. Stats., regarding misconduct in public office.

Board Member Communication

Board members are expected to refrain from engaging in communication on behalf of the Board or on behalf of the District unless authorized to do so by majority vote of the Board (See Bylaw 0143.1).

Any Board member who chooses to engage in individual communication on matters related to Board and/or District business is expected to clearly identify whether the Board member is communicating in the following capacity:

- A. On behalf of the Board: normally, this is the function of the Board President or in the President's absence, the Vice President. The Board may by majority vote delegate this responsibility to another Board member in a specific circumstance. In every case, the Board Member communicating the Board's position shall do so as determined by the Board and avoiding individual interpretation or editorializing.
- B. As an individual Board member, but not on behalf of the Board: a Board member who speaks, including online, in social media forums, or in any other public forum, on matters related to Board and/or District business, but not as an officially designated spokesperson of the Board. The Board member must specify that any statement is not sponsored by the District and is a personal viewpoint.

Board members who fail to adhere to this expectation, or who publicly communicate false or intentionally misleading information pertaining to Board action or District policy, will be asked to correct such communication in a way that is likely to reach the same audience as the false or misleading information. The Board President is authorized to communicate such requests to the pertinent Board member.

The Board President is authorized to issue public statements on behalf of the Board in the event a Board member expresses false or misleading information, or makes statements without properly identifying whether the member of the Board is speaking as an individual Board member. The President's communication should be limited to correcting the false or misleading statement, clarifying that the Board member was not speaking on behalf of the Board, and providing information relative to Board action if any on the subject matter.

Board Member Use of Electronic Communication Devices shall have expectations developed and adhered to as part of Board member meeting norms.

Board Member Interaction with Staff

The general expectations of Board member decorum and civility apply to interactions with employees; however, because the Board is the employer of all District staff, this responsibility is appropriate for special reference. Each Board member is an individual with authority to bring matters to the Board and to influence matters related to staff. Therefore, it is

The Consortium of State School Board Associations
The National Association of School Boards
The Wisconsin Association of School Boards

Book	Policy Manual
Section	0000 Bylaws
Title	BOARD MEMBER ANTI-HARASSMENT
Code	po0145
Status	Active
Adopted	April 22, 2019
Last Revised	November 8, 2021

0145 - **BOARD MEMBER ANTI- HARASSMENT**

The Board is committed to an environment that is free of harassment. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it.

The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices (hereinafter referred to as "Protected Classes"), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The harassment of a District staff member, student or another Board member by a member of the Board is strictly forbidden. Any member who is found to have harassed a member of the staff, a student or another Board member, will be subject to discipline by the Board and may be reported to law enforcement authorities. (See Policy 0144.5 - Board Member Behavior and Code of Conduct)

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision, or when such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment. Other forms of harassment include verbal or non-verbal expression related to race, gender, age, religion, disability, pregnancy, or sexual orientation. (See also Policy 1422 - Nondiscrimination and Equal Employment Opportunity, Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, Policy 3122 - Nondiscrimination and Equal Employment Opportunity, and Policy 4122 - Nondiscrimination and Equal Employment Opportunity)

Other forms of harassment include verbal or non-verbal expression related to race, gender, age, religion, disability, pregnancy, or sexual orientation.

Substantial interference with a person/employee's work performance or creation of an intimidating, hostile, or offensive work environment is established when the conduct based on sex or one of the other Protected Classes referenced above, is such that a reasonable person under the same circumstances as the person/employee would consider the conduct sufficiently severe or pervasive so as to interfere substantially with the person's work performance or create an intimidating, hostile, or offensive work environment. (See also Policy 3362.01/Policy 4362.01 - Threatening Behavior Toward Staff Members)

© Neola 2021

Legal 118.13, 120.13(1) 111.32(13) Wis. Stats.

P.I. 9, Wis. Adm. Code

Title IX Education Amendments of 1972, Chapter 227



Clintonville Public School District

Excellence, Effort, and Ethics - Everyone, Every Day!

School Board Norms

(Adopted February 28, 2022)

We will keep our focus on the best interests of a quality education for all children, working with parents, staff, and community.

We will hear each opinion, but ultimately act as one. We will speak candidly and courteously to each other and listen to dissenting or different viewpoints with an open mind. We will help each other to depersonalize disagreements.

When we have a difference of opinion, we will deliberate the facts of the situation and avoid negative emotions and/or body language. We will address processes - not personalities.

Once we reach a decision or compromise as a board, we will each support the will of the board in word, action, and deed.

We will be mindful of the different roles and responsibilities of the board and superintendent and maintain a focus on policy and governance.

Cell phone usage during board meetings will only be allowed for emergencies or as necessary for board business.

We will keep confidential information "confidential." Any portion of a confidential meeting, including board member conversations at that meeting, must not be discussed outside of the meeting with anyone.

We will conduct ourselves with integrity, honesty, and in a professional manner that reflects positively on the Board and the District.

When someone comes to us individually with a concern, we will listen carefully. We will then direct that person to contact the superintendent or district employee who is capable of addressing their concern. Follow the proper chain of command and inform the superintendent as needed.

Book	Policy Manual
Section	2000 Program
Title	Copy of NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2264 rescind or suspend
Status	
Adopted	August 12, 2024

~~2264 — NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES~~

~~This policy pertains to sex discrimination, including sex-based harassment, which occurs on or after August 1, 2024. Allegations of sex-based harassment that occur on or before July 31, 2024, shall be addressed pursuant to Policy 2266. Throughout this policy, unless expressly stated otherwise, reference to "Title IX" includes and incorporates the 2024 Title IX regulations (also known as the "2024 Final Rule"). The Title IX regulations are found at 34 C.F.R. Part 106. References solely to Title IX (20 U.S.C. §§ 1681—1688) are denoted as "Title IX (Statute)." In this policy, unless the context otherwise requires, words importing the singular include the plural and vice versa.~~

~~NONDISCRIMINATION~~

~~Overview:~~

~~The Board of the Clintonville Public School District (hereinafter referred to as "the Board" or "the District") does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment.~~

~~Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.~~

~~The Board is committed to maintaining an education and work environment that is free from sex discrimination (including sex-based harassment), responding promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination, and addressing sex discrimination in its education program or activity. Persons who commit sex-based harassment are subject to the full range of disciplinary sanctions set forth in this policy. The Board will provide persons who have experienced sex-based harassment ongoing remedies as reasonably necessary to restore or preserve access to the District's education program or activity.~~

~~KEY DEFINITIONS~~

~~Words used in this policy shall have those meanings specified herein; words not defined herein shall be construed according to their plain and ordinary meanings:~~

~~Complainant means:~~

- ~~A. a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or~~
- ~~B. a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.~~

~~**Complaint** means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX.~~

~~**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday—Friday, excluding State recognized holidays).~~

Disciplinary sanctions means: consequences imposed on a respondent following a determination under Title IX that the respondent violated the Board's prohibition on sex discrimination.

Education program or activity refers to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority.

Eligible Student means: a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish a respondent did not engage in sex discrimination.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in sex discrimination (i.e., has culpability).

Parental status means: the status of a person who, with respect to another person who is under the age of eighteen (18) or who is eighteen (18) or older but is incapable of self-care because of a physical or mental disability, is:

- A. a biological parent;
- B. an adoptive parent;
- C. a foster parent;
- D. a stepparent;
- E. a legal custodian or guardian;
- F. in loco parentis with respect to such a person; or
- G. actively seeking legal custody, guardianship, visitation, or adoption of such a person.

Party means: a complainant or respondent.

Peer retaliation means: retaliation by a student against another student.

Pregnancy or related conditions means:

- A. pregnancy, childbirth, termination of pregnancy, or lactation;
- B. medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
- C. recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

Relevant means: related to the allegations of sex discrimination under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision maker in determining whether the alleged sex discrimination occurred.

Remedies means: measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that sex discrimination occurred.

Respondent means: a person who is alleged to have violated the Board's prohibition on sex discrimination.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 2024 Title IX regulations.

Sex-based harassment prohibited under this policy and the 2024 Title IX regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex—including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity—that is:

- A. **Quid pro quo harassment.** An employee, agent, or other person authorized by the Board to provide an aid, benefit, or service under the District's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

OR

- B. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity (i.e., creates a hostile environment); Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

1. the degree to which the conduct affected the complainant's ability to access the District's education program or activity;
2. the type, frequency, and duration of the conduct;
3. the parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
4. the location of the conduct and the context in which the conduct occurred; and
5. other sex-based harassment in the District's education program or activity.

OR

- C. **Specific offenses:**

1. **Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
2. **Dating violence** meaning violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. the length of the relationship;
 2. the type of relationship; and
 3. the frequency of interaction between the persons involved in the relationship.
3. **Domestic violence** meaning felony or misdemeanor crimes committed by a person who:
 - a. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction in which the District is located, or a person similarly situated to a spouse of the victim;
 - b. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - c. shares a child in common with the victim; or
 - d. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the applicable jurisdiction.
4. **Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. fear for the person's safety or the safety of others; or
- b. suffer substantial emotional distress.

Student means: a person eligible to enroll in, attend, or participate in an elementary (including preschool) or secondary school in the District and who is enrolled in, attending, or participating in, or is seeking/attempting to enroll in, attend, or participate, in the District's education program or activity.

Student with a disability means: a student who is an individual with a disability as defined under Section 504 of the Rehabilitation Act of 1973, as amended ("Section 504"), or a child with a disability as defined under the Individuals with Disabilities Education Improvement Act ("IDEA").

Supportive measures means: individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- A. restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment; or
- B. provide support during the Board's grievance procedures or an informal resolution process.

Parental, Family, or Marital Status

The Board will not adopt or apply any policy, practice, or procedure concerning a student's current, potential, or past parental, family, or marital status that treats such student differently on the basis of sex.

Pregnancy or Related Conditions

Students:

The Board prohibits discrimination in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions. A student who is pregnant or experiencing related conditions shall receive comparable treatment to those with temporary medical conditions. In other words, to the extent not otherwise addressed above, the Board will treat pregnancy or related conditions in the same manner and under the same policies as any other medical condition with respect to any medical or hospital benefit, service, plan, or policy the Board administers, operates, offers, or participates in with respect to students admitted to the District's education program or activity.

The District will not require a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the District's class, program, or extracurricular activity unless:

- A. the certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- B. the District requires such certification of all students participating in the class, program, or extracurricular activity; and
- C. the information obtained is not used as a basis for discrimination prohibited by Title IX or this Policy.

District's Responsibilities with Respect to a Student's Pregnancy or Related Conditions

When a Board employee is informed of a student's pregnancy or related conditions by the student or a person who has a legal right to act on behalf of the student, the employee shall promptly provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity, unless the employee reasonably believes the Title IX Coordinator has already been notified.

Once a student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions, the Title IX Coordinator shall promptly take the following specific actions to effectively prevent sex discrimination and ensure equal access to the District's education program or activity:

- A. Inform the student and, if applicable, the person who notified the Title IX Coordinator of the District's obligations to:

1. prohibit sex discrimination under this policy, including sex-based harassment;
 2. provide the student with the option of reasonable modifications to the Board's policies, practices, or procedures because of pregnancy or related conditions;
 3. allow access, on a voluntary basis, to any separate and comparable portion of the District's education program or activity;
 4. allow a voluntary leave of absence;
 5. provide lactation space; and
 6. maintain grievance procedures that provide for the prompt and equitable resolution of complaints of sex discrimination, including sex-based harassment.
- B. Provide the student with voluntary reasonable modifications to the Board's policies, practices, or procedures because of pregnancy or related conditions.
- C. Allow the student to take a voluntary leave of absence from the District's education program or activity to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. To the extent that a Board maintains a leave policy for students that allows a greater period of time than the medically necessary period, the Board shall permit the student to take leave under that policy instead if the student so chooses. When the student returns to the District's education program or activity, the student will be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the leave began.
- D. Provide lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

See Policy 5751—School Age Parents and Married Status of Students.

Employees:

The Board will not adopt or implement any policy, practice, or procedure, or take any employment action, on the basis of sex:

- A. concerning the current, potential, or past parental, family, or marital status of an employee or applicant for employment, which treats persons differently; or
- B. that is based upon whether an employee or applicant for employment is the head of household or principal wage earner in such employee's or applicant's family unit.

The Board also will not make a pre-employment inquiry as to the marital status of an applicant for employment, including whether such applicant is a "Miss or Mrs."

Similarly, the Board will treat pregnancy or related conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; payment of disability income; accrual of seniority and any other benefit or service; and reinstatement; and under any fringe benefit offered to employees by virtue of employment.

If an employee has insufficient leave or accrued employment time to qualify for leave under the Board's leave policy, the Board will treat pregnancy or related conditions as a justification for a voluntary leave of absence without pay for a reasonable period of time, at the conclusion of which the employee shall be reinstated to the status held when the leave began or to a comparable position, without decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.

The Board will provide reasonable break time for an employee to express breast milk or breastfeed as needed and will provide the employee with access to a lactation space, which must be a space other than a bathroom that is clean, shielded from view, free from intrusion from others, and may be used by an employee for expressing breast milk or breastfeeding as needed. See Board Policy 6700—Fair Labor Standards Act.

TITLE IX COORDINATOR(S)

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Title IX:

Alexis Retzlaff—Director of Pupil Services
 64 W. Green Tree Road, Clintonville, WI 54929
 aretzlaff@clintville.k12.wi.us
 715-823-7215

Paul Huettner/High School Counselor
 64 W. Green Tree Road, Clintonville, WI 54929
 phuetter@clintonville.k12.wi.us
 715-823-7215

The Board designates Alexis Retzlaff—Director of Pupil Services as the coordinator who is ultimately responsible for oversight over the Board's compliance with its responsibilities under Title IX.

The Title IX Coordinator may delegate specific duties to one (1) or more designees.

The Title IX Coordinator shall report directly to the District Administrator except when the District Administrator is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the Title IX Coordinator shall report directly to the Board's Legal Counsel until the matter in which the District Administrator is a party is concluded.

Questions about this policy and Policy 2266 should be directed to the Title IX Coordinator.

The Title IX Coordinator shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The District Administrator shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; and applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the District Administrator shall post the notice of discrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of students or employees.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the District's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX:

These grievance procedures shall be used for all complaints of sex discrimination, including sex-based harassment, involving conduct alleged to have occurred on or after August 1, 2024. These grievance procedures also may be used, at the discretion of the Title IX Coordinator, to investigate, address, and remedy (as necessary) conduct alleged to have occurred before August 1, 2024, that does not involve sex-based harassment, but some other form of sex discrimination prohibited by Title IX (Statute)—e.g., claims of unequal athletic opportunities, admissions discrimination, discrimination in courses or academic programs (i.e., excluding students from certain classes or programs based on their sex), pregnancy discrimination, unequal treatment based on parental, family, or marital status, discrimination in employment (including in hiring, promotion, and compensation), and retaliation. If the Title IX Coordinator elects not to use these grievance procedures to investigate and resolve such claims, the Title IX Coordinator will still need to implement some procedures to assess—in a prompt, effective, and equitable manner—whether Title IX (Statute) was violated, and, if it was, how best to end the sex discrimination in the District's education program or activity, prevent its recurrence, and remedy its effects.

Reports and Formal Complaints of "Sexual Harassment" (as defined in Policy 2266) involving conduct alleged to have occurred prior to August 1, 2024, are subject to the grievance procedures outlined in Policy 2266.

Under all circumstances, the Title IX Coordinator shall offer and coordinate supportive measures, as appropriate, in accordance with this policy, or Policy 2266, if the Report or Formal Complaint involves "Sexual Harassment" alleged to have occurred prior to August 1, 2024.

If the conduct giving rise to a report or complaint of sex discrimination is alleged to have occurred both before ~~and~~ after August 1, 2024 (i.e., is part of a pattern of sex discrimination), the Title IX Coordinator shall determine, after consulting with the Board's Legal Counsel, whether to use the grievance procedures contained in this policy or the grievance procedures contained in Policy 2266. The Title IX Coordinator will notify, in writing, the parties of the determination and the rationale for it. Under no circumstances, however, will a party be denied the due process to which the party is entitled based on the U.S. Department of Education issued regulations in effect at the time the conduct alleged to violate Title IX (Statute) took place.

Complaints:

The following people may make a complaint of sex discrimination—i.e., request that the District investigate and make a determination about whether sex discrimination as prohibited under Title IX occurred:

- A. a "complainant," which includes:
 1. a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
 2. a person other than a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the District's education program or activity;
- B. a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant;
- C. the District's Title IX Coordinator.

A person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person who was subjected to the sex-based harassment, or if the Title IX Coordinator initiates a complaint consistent with the requirements of the 2024 Title IX regulations.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a complaint:

- A. any student or employee of the District; or
- B. any person other than a student or employee who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

The District may consolidate complaints of sex discrimination against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of Policy 2264, including the Title IX Coordinator, the investigator, the decision maker, and the appeal decision maker, and the facilitator of the informal resolution process, shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

The Title IX Coordinator may serve simultaneously as an investigator and/or a decision maker.

If the Title IX Coordinator does not intend to serve as the investigator and decision maker in a specific case, the Title IX Coordinator shall designate one (1) or more administrators who are appropriately trained to serve in the role. Likewise, the Title IX Coordinator shall appoint an appeal decision maker when an appeal is filed.

In circumstances when the Title IX Coordinator and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons that impair the Title IX Coordinator and other trained administrators from serving as an investigator and/or decision maker in a specific case, the Title IX Coordinator

shall, in consultation with and with the approval of the District Administrator secure one (1) or more independent third parties to serve as the investigator and/or decision maker. Similarly, the Title IX Coordinator has authority, in consultation with and approval of the District Administrator to secure an independent third party to serve as the appeal decision maker.

The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

- A. **Evaluation**—The Title IX Coordinator will determine whether to dismiss a complaint or investigate it within ten (10) days of receiving the complaint.
- B. **Investigation**—The Title IX Coordinator, or designated investigator, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) within thirty (30) days of the Title IX Coordinator determining the charges require investigation. If, however, the Title IX Coordinator, or designated investigator, determines that the investigation is going to take longer, the Title IX Coordinator will so notify the parties and the District Administrator and will thereafter keep the parties and the District Administrator informed of the status of the matter on a regular basis. Once the Title IX Coordinator, or designated investigator, provides the parties with “access” to either the relevant and not otherwise impermissible evidence and/or an accurate description of the evidence, the parties will have five (5) days to respond to the evidence or the description of the evidence unless the Title IX Coordinator approves a party’s written request for more time. If the Title IX Coordinator approves such a request, both parties will be afforded an equal amount of time to submit their response.
- C. **Determination**—After the parties either submit responses to the evidence/description of the evidence, or the deadline for submitting such responses expires, the Title IX Coordinator, or designated decision maker, will consider the relevant and otherwise not impermissible evidence and issue a determination as to whether sex discrimination occurred. The determination shall be issued within ten (10) days of the deadline for the parties to submit responses to the evidence/description of the evidence unless the District Administrator approves an extension of time, which must be communicated in writing to the parties.
- D. **Appeal**—A party filing an appeal of the Title IX Coordinator’s decision to dismiss a complaint must do so within five (5) days of receiving the Dismissal.

The Title IX Coordinator, or the District Administrator if the Title IX Coordinator is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case by case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

The Title IX Coordinator, or designated decision maker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person’s status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- A. evidence that is protected under a privilege recognized by Federal or State law unless the person to whom the privilege is owed has voluntarily waived the privilege;
- B. a party’s or witness’s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party’s or witness’s voluntary, written consent for use in its grievance procedures; and
- C. evidence that relates to the complainant’s sexual interests or prior sexual conduct, unless evidence about the complainant’s prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant’s prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent shall not by itself demonstrate or imply the complainant’s consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

~~Notice of Allegations:~~

~~Upon initiation of the Board's grievance procedures, the Title IX Coordinator shall notify the parties of the following:~~

- ~~A. the Board's Title IX grievance procedures and informal resolution process~~
- ~~B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);~~
- ~~C. retaliation is prohibited; and~~
- ~~D. the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the Title IX Coordinator, or designated investigator, provides the parties with a description of the evidence, any party may request access to the relevant and not otherwise impermissible evidence. The Title IX Coordinator will provide the requesting party with the relevant and not otherwise impermissible evidence in a timely manner.~~

~~Should the Title IX Coordinator decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the Title IX Coordinator will provide a supplemental written notice describing the additional allegations to be investigated.~~

~~Dismissal of a Complaint:~~

~~The Title IX Coordinator may dismiss a complaint of sex discrimination if:~~

- ~~A. the District is unable to identify the respondent after taking reasonable steps to do so;~~
- ~~B. the respondent is not participating in the District's education program or activity and is not employed by the Board;~~
- ~~C. the complainant voluntarily withdraws any or all the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or~~
- ~~D. the District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the Title IX Coordinator will make reasonable efforts to clarify the allegations with the complainant.~~

~~Upon dismissal, the Title IX Coordinator will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.~~

~~The Title IX Coordinator will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:~~

- ~~A. procedural irregularity that would change the outcome;~~
- ~~B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and~~
- ~~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 that would change the outcome.~~

~~If the dismissal is appealed, the Title IX Coordinator will:~~

- ~~A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;~~
- ~~B. implement appeal procedures equally for the parties;~~

- C. ensure that the appeal decision maker did not take part in an investigation of the allegations or dismissal of the complaint;
- D. ensure that the appeal decision maker has been trained consistent with the 2024 Title IX regulations ;
- E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the Title IX Coordinator will, at a minimum:

- A. offer supportive measures to the complainant as appropriate;
- B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- C. take other prompt and effective steps, as appropriate, to ensure that sex discrimination does not continue or recur within the District's education program or activity.

Informal Resolution Process:

In lieu of resolving a complaint through the Board's Title IX grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the original Notice of Allegations provided or that are included in a complaint that is consolidated, the Title IX Coordinator will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

The Title IX Coordinator, or the designated investigator and/or decision maker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The Title IX Coordinator, or the designated investigator and/or decision maker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

- A. the District will provide the parties with an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence;

If the Title IX Coordinator, or designated investigator, provides a description of the evidence, the Title IX Coordinator, or designated investigator, will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

- B. the District will provide a reasonable opportunity to the parties to respond to the evidence or the accurate description of the evidence; and
- C. the District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Questioning the Parties and Witnesses:

If the investigator and decision maker are two (2) separate individuals, the decision maker will have an opportunity to question the parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one (1) or more allegations of sex discrimination.

If the investigator and the decision maker are the same person, the decision maker will have an opportunity to question the parties and witnesses in individual meetings as part of the investigation.

After the parties have an opportunity to review the relevant and not otherwise impermissible evidence, or an accurate description of this evidence, the decision maker may allow each party to propose/submit in writing relevant questions that the party wants asked of any party or witness and the decision maker will review any relevant and not otherwise impermissible questions submitted by the parties and ask those questions of the specific party or witness that the decision maker determines — in the decision maker's sole discretion — may lead to probative evidence that will assist the decision maker in determining whether sex discrimination occurred. The decision maker's decision to ask or not ask a specific question proposed by a party is not subject to review. Any questions asked must be relevant and not otherwise impermissible.

Determination of Whether Sex Discrimination Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the Title IX Coordinator or designated decision maker will:

- A. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. This standard of proof requires the decision maker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decision maker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that sex discrimination occurred, regardless of the quantity of the evidence, the decision maker will not determine that sex discrimination occurred.
- B. Notify the parties, in writing, of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.
- C. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.
- D. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
 1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination;
 2. coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
 3. take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.
- E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
- F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination of whether sex discrimination occurred.

Appeal of Determinations:

If a party disagrees with the decision maker's determination as to whether sex discrimination occurred, the party may file an appeal. Appeals must be submitted, in writing, within five (5) days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

- A. procedural irregularity that would change the outcome;

- B. new evidence that would change the outcome and that was not reasonably available when the Determination was made; and
- 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 that would change the outcome.

The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed.

If a party appeals the decision maker's determination, the Title IX Coordinator will:

- A. notify the parties of any appeal;
- B. implement appeal procedures equally for the parties;
- C. designate an appeal decision maker, who will be a person who did not conduct the Investigation or render the Determination, and is appropriately trained;
 1. the Title IX Coordinator will designate the District Administrator or their designee to be the appeal decision maker, provided the District Administrator or their designee has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator, decision maker, or informal resolution process facilitator) and is appropriately trained;
 2. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the decision maker's determination;
 3. provide the appeal decision maker with the relevant and not otherwise impermissible evidence along with the accurate description of the relevant evidence (if one was prepared and shared with the parties), any responses the parties submitted to the investigator related to the evidence and/or the description of the evidence (if one was prepared), and the decision maker's determination; and
 4. notify the parties, in writing, of the result of the appeal and the appeal decision maker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Determination

When a party files an appeal, the party must set forth the reason for the appeal, and the other party will have five (5) days to provide the appeal decision maker with a statement in support of their position. Once the decision maker receives the statement (or the deadline for filing such a statement expires), the appeal decision maker will have ten (10) days to issue a decision on the appeal.

No new or additional evidence may be submitted during the appeal process.

The appeal decision maker shall determine the outcome of the appeal based on the appeal decision maker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence, the feedback the parties provided to the investigator and/or decision maker based on their review of the relevant evidence and any description of the relevant evidence that was prepared and shared with the parties, and the decision maker's written determination) and the appeal decision maker's application of the law and Board policy to the facts in the record. The appeal decision maker must give due deference and due weight to the decision maker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decision maker is expected to uphold the decision maker's determination unless the appeal decision maker determines the decision maker's determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the decision maker's determination.

The appeal decision maker shall simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education program or activity or provide support during the Board's grievance procedures or during the informal resolution process. For allegations of sex discrimination other than sex-based

~~harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory conduct for the purpose of providing a supportive measure.~~

~~The Title IX Coordinator shall determine appropriate supportive measures on a case by case basis. Supportive measures may vary depending on what the Title IX Coordinator deems to be reasonably available. Supportive measures may include, but are not limited to: counseling; extensions of deadlines or other course related adjustments; school/campus escort services; increased security and monitoring of certain areas of the campus (including school buildings and facilities); restrictions on contact between the parties; leaves of absence; changes in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; training and education programs related to sex-based harassment; referral to Employee Assistance Program; and other similar measures.~~

~~Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.~~

~~The District will not impose such measures for punitive or disciplinary reasons.~~

~~The Title IX Coordinator may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.~~

~~The District will provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the Title IX Coordinator's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures as set forth in the Key Definitions section of this policy.~~

~~A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.~~

~~The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education program or activity, or as otherwise permitted pursuant to the 2024 Title IX regulations.~~

~~If the complainant or respondent is an elementary or secondary student with a disability, the Title IX Coordinator shall consult with one (1) or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one (1) or more members, as appropriate, of the student's Section 504 team, if any, to determine how to comply with the requirements of the IDEA and/or Section 504, in the implementation of supportive measures.~~

~~The District Administrator may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.~~

~~Disciplinary Sanctions and Remedies:~~

~~Following a determination that sex-based harassment occurred, the District may impose disciplinary sanctions, which may include:~~

~~For Students~~

~~A. Informal Discipline~~

- ~~1. writing assignments;~~
- ~~2. changing of seating or location;~~
- ~~3. pre-school, lunchtime, after-school detention;~~
- ~~4. in-school discipline;~~

~~B. Formal Discipline~~

1. suspension of bus riding/transportation privileges;
2. removal from co-curricular and/or extracurricular activity(ies), including athletics;
3. emergency removal;
4. suspension for up to five (5) school days;
5. suspension for up to fifteen (15) consecutive school days if a notice of expulsion hearing has been sent;
6. suspension for up to ten (10) consecutive school days for each incident if the student is eligible for special education services under Chapter 115, Wis. Stats.;
7. expulsion;
8. permanent exclusion from co-curricular and/or extra-curricular activity(ies), including athletics or current class enrollment; and
9. any other sanction authorized by the Student Code of Conduct.

For Employees-

- A. oral or written warning;
- B. written reprimands;
- C. required counseling;
- D. required training or education;
- E. suspension with pay;
- F. suspension without pay;
- G. termination and any other sanction authorized by any applicable Board Policy and/or Employee/Administrator Handbook;

The District may also provide remedies, which may include disciplinary sanctions/consequences. The Title IX Coordinator will notify the District Administrator of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

With respect to student respondents, the Title IX Coordinator will notify the District Administrator of the recommended remedies (including disciplinary sanctions/consequences), so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5605—Suspension/Expulsion of Students with Disabilities, Policy 5610—Suspension and Expulsion, Policy 5610.01—Alternative Expulsion Hearing Procedure, Policy 5610.02 In-School Discipline, and Policy 5611—Due Process Rights. Discipline of a student respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972 ("Section 504"), and their respective implementing regulations.

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant employee handbooks.

Retaliation

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve sex discrimination but arises out of the same facts and circumstances as a complaint or information reported about possible sex discrimination, for the purpose of interfering with the exercise of any right or privilege secured by Title IX constitutes retaliation. Peer retaliation is also prohibited. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

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

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that sex discrimination occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Confidentiality

The District will keep confidential the identity of any individual who has made a complaint of sex discrimination, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether sex discrimination occurred).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a respondent be found to have committed sex discrimination based on expressive conduct that is protected by the First Amendment.

Training

All employees, investigators, decision makers, facilitators of informal resolution process, the Title IX Coordinator(s) and designees, and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under Title IX and this Policy. The training shall be provided promptly upon hiring or change of position that alters their duties under Title IX or this policy, and annually thereafter. The training shall not rely on sex stereotypes.

Training materials must be made available for inspection upon request by members of the public.

Recordkeeping

The District shall maintain for a period of seven (7) calendar years the following records:

- A. for each complaint of sex discrimination, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;
- B. for each notification that the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including notifications under 34 C.F.R. § 106.44(c)(1) or (2), records documenting the actions the District took to meet its obligations under 34 C.F.R. §106.44; and
- C. all materials used to provide the required training.

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, Title IX Coordinator, investigator, decision maker, appeal decision maker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision maker, appeal decision maker, and facilitator of the informal resolution process.

The District Administrator may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the Title IX Coordinator, investigator, decision maker, appeal decision maker, and facilitator of the informal resolution process to any suitably qualified individual and such delegation may be rescinded by the District Administrator at any time.

Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time, and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

© Neola 2024

Legal

19.21(6), Wis. Stats.

120.13, Wis. Stats.

948.01, Wis. Stats., et. seq.

20 U.S.C. 1092(F)(6)(A)(v)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

34 C.F.R. Part 106

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(30)

42 U.S.C. 1983

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

OCR's Revised Sexual Harassment Guidance (2001)

Book	Policy Manual
Section	2000 Program
Title	Copy of NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	
Adopted	October 25, 2021
Last Revised	August 12, 2024

2266 – NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES ~~(The Board's Policy and Grievance Procedures for Responding to Sexual Harassment Alleged to Have Occurred Prior to 8/1/2024)~~

~~Effective August 1, 2024, this policy shall only pertain to reports or formal complaints of Sexual Harassment that are based on conduct alleged to have occurred on or before July 31, 2024.~~

Introduction

The Board does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits sexual harassment that occurs within its education programs and activities. When the District has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating sexual harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the School District community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third parties who engage in sexual harassment are also subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing supportive measures as reasonably necessary to restore or preserve access to the District's education programs and activities.

Coverage

This policy applies to sexual harassment that occurs within the District's education programs and activities and that is committed by a Board employee, student, third-party vendor or contractor, guest, or other members of the school community.

This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the Board's education programs and activities; such sexual misconduct/sexual activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws and/or Employee/Administrator Handbook(s) if committed by a Board employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the District's education programs or activities. Sexual harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, or by other applicable Board policies and administrative guidelines, applicable State and/or Federal laws and/or Employee/Administrator Handbook(s) if committed by a Board employee.

Complaints alleging sexual harassment and/or discrimination on the basis of sex are also covered by and subject to the investigation procedures in Board Policy 5517 - Student Anti-Harassment. Complaints not covered by this policy may still be governed by and subject to the procedures in Policy 5517 - Student Anti-Harassment.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Sexual Harassment: "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
- 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), or "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 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 nonforcible sexual intercourse with a person who is under the statutory age of consent as defined by 948.02 or 948.09, Wis. Stats. or whose status as a student prohibits such sexual contact per 948.095, Wis. Stats.
 - 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).
 - h. *Consent* refers to words or actions that a reasonable person would understand as 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 not capable of giving consent.
 - i. *Incapacitated* refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

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;
 - 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.

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

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

Formal Complaint: "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) of sexual harassment. At the time of filing a formal complaint with the District, a Complainant must be participating in or attempting to participate in the District's education program or activity. A "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal that the Board provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a Complainant or a party to the formal complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Actual Knowledge: "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator, or any District official who has authority to institute corrective measures on behalf of the Board, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator. This standard is not met when the only District official with actual knowledge is the Respondent. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge.

Supportive Measures: "Supportive measures" means 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. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations), leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), and other similar measures.

Education Program or Activity: "Education program or activity" refers to all operations of the District over which the Board exercises substantial control, including in-person and online educational instruction, employment, extra-curricular activities, athletics, performances, and community engagement, and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off-school property/grounds if the Board exercises substantial control over both the Respondent and the context in which the sexual harassment occurs.

School District community: "School District community" refers to students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties: "Third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Inculpatory Evidence: "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged sexual harassment.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays),

Eligible Student: "Eligible student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Title IX Coordinator(s)

Title IX Coordinator(s) shall be posted and updated in school handbooks and on the school district website.

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Student Issues:

Paul Huettner
High School Counselor
Phone: 715-823-7215
64 West Green Tree Road
Clintonville, WI 54929
phuettner@clintonville.k12.wi.us

Jody Lehman
Middle School Counselor
Phone: 715-823-7215
255 North Main Street
Clintonville, WI 54929
jlehman@clintonville.k12.wi.us

Jennifer Bachman
Elementary School Counselor
Phone: 715-823-7215
105 S. Clinton Ave
Clintonville, WI 54929
jbachman@clintonville.k12.wi.us

Employee Issues:

Alexis Retzlaff
Director of Pupil Services
Phone: 715-823-7215
105 S. Clinton Ave
Clintonville, WI 54929
aretzlaff@clintonville.k12.wi.us

The Title IX Coordinator shall report directly to the District Administrator except when the District Administrator is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board President. Questions about this policy should be directed to the Title IX Coordinator.

The District Administrator shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board of the following information:

The Board of the Clintonville School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

Student Issues:

Paul Huettner
High School Counselor
Phone: 715-823-7215
64 West Green Tree Road
Clintonville, WI 54929
phuettner@clintonville.k12.wi.us

Jody Lehman
Middle School Counselor
Phone: 715-823-7215
255 North Main Street
Clintonville, WI 54929
jlehman@clintonville.k12.wi.us

Jennifer Bachman
Elementary School Counselor
Phone: 715-823-7215
105 S. Clinton Ave
Clintonville, WI 54929
jbachman@clintonville.k12.wi.us

Employee Issues:

Alexis Retzlaff
Director of Pupil Services
Phone: 715-823-7215
105 S. Clinton Ave
Clintonville, WI 54929
aretzlaff@clintonville.k12.wi.us

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: <https://go.boarddocs.com/wi/clivil/Board.nsf> The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

The District Administrator shall also prominently display the Title IX Coordinator's(s') contact information – including Name(s) and/or Title(s), Phone Number(s), Office Address(es), and Email Address(es) – and this policy on the District's website and in each handbook or catalog that the Board makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements.

Grievance Process

The Board is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The District's response to allegations of sexual harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this grievance process

before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If a determination of responsibility for sexual harassment is made against the Respondent, the Board will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the District's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

The Process described herein relates exclusively to complaints brought under this Policy. The District will continue to handle complaints subject to the District's other nondiscrimination and anti-harassment policies, including: Policy 5517 - Student Anti-Harassment; Policy 5517.01 - Bullying; 2260 - Nondiscrimination and Access to Equal Educational Opportunity; Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability.

Report of Sexual Discrimination/Harassment

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinator(s).

Board employees are required, and other members of the School District community and Third Parties are encouraged, to report allegations of sex discrimination or sexual harassment promptly to the/a Title IX Coordinator or to any Board employee, who will, in turn, notify the/a Title IX Coordinator. Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of sexual harassment by or involving the Title IX Coordinator, the person making the report should submit it to the other Title IX Coordinator of the report. The other Title IX Coordinator shall determine who will serve in place of the Title IX Coordinator for purposes of addressing that report of sexual harassment.

The Board does business with various vendors, contractors, and other third parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or third party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a formal complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of sexual misconduct/sexual activity not involving sexual harassment will be addressed through the procedures outlined in Board policies the applicable Student Code of Conduct, or Employee/Administrator Handbook(s).

Because the Board is considered to have actual knowledge of sexual harassment or allegations of sexual harassment if any Board employee has such knowledge, and because the Board must take specific actions when it has notice of sexual harassment or allegations of sexual harassment, a Board employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or sexual harassment must notify the/a Title IX Coordinator within two (2) days of learning the information or receiving the report. The Board employee must also comply with mandatory reporting responsibilities pursuant to Wis. Stat. 48.981 and Policy 8462 - Student Abuse and Neglect, if applicable. If the Board employee's knowledge is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written complaint to the Board employee, the Board employee must provide the written complaint to the Title IX Coordinator.

If a Board employee fails to report an incident of sexual harassment of which the Board employee is aware, the Board employee may be subject to disciplinary action, up to and including termination.

When a report of sexual harassment is made, the Title IX Coordinator shall promptly (i.e., within two (2) days) of the Title IX Coordinator's receipt of the report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under eighteen (18) years of age or under guardianship) 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. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

Emergency Removal: Subject to limitations and/or procedures imposed by State and/or Federal law, the District may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purposes of the individualized safety and risk analysis are to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the District determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related District policies, including Policy 5120 - Assignment within District; Policy 5605 - Suspension/Expulsion of Students with Disabilities, Policy 5610 - Suspension and Expulsion, and Policy 5611 - Due Process Rights.

If the Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements.

For all other Respondents, including other members of the School District community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of sexual harassment or otherwise.

Formal Complaint of Sexual Harassment

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above. If a formal complaint involves allegations of sexual harassment by or involving the Title IX Coordinator, the Complainant should submit the formal complaint to the other Title IX Coordinator who will then proceed with the grievance process with respect to that formal complaint.

The Complainant's wishes with respect to whether a formal complaint is filed will be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances.

When the Title IX Coordinator receives a formal complaint or signs a formal complaint, the District will follow its grievance process, as set forth herein. Specifically, the District will undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of sexual harassment or submitting a false formal complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee/Administrator Handbook.

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Timeline

The District will seek to conclude the grievance process within ninety (90) calendar days of receipt of the formal complaint, followed by the appeal process which shall be processed in a timely manner.

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action, except that any complaint covered by Policy 5517 - Student Anti-Harassment as well must comply with the timelines in that Policy, however, an investigation may still proceed as required under this Policy. Good cause may include considerations such as the absence of

a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or an accommodation of disabilities. The Title IX Coordinator may provide the parties with reasonable updates on the status of the grievance process.

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:

- A. Notice of the Board's grievance process, including any informal resolution processes;
- B. Notice of the allegations of misconduct that potentially constitutes sexual harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice must:
 1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
 3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee/Administrator Handbook that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint

The District shall investigate the allegations in a formal complaint unless the conduct alleged in the formal complaint:

- A. would not constitute sexual harassment (as defined in this policy) even if proved;
- B. did not occur in the District's education program or activity; or
- C. did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator shall dismiss the formal complaint. If the Title IX Coordinator dismisses the formal complaint due to one of the preceding reasons, the District may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

The Title IX Coordinator may dismiss a formal complaint, or any allegations therein, if at any time during the investigation:

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the District or employed by the Board; or
- C. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

If the Title IX Coordinator dismisses a formal complaint or allegations therein, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

Consolidation of Formal Complaints

The Title IX Coordinator may 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.

Where a grievance process involves more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

Informal Resolution Process

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a formal complaint of sexual harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a formal complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.

If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur are stayed and all related deadlines are suspended.

The informal resolution process is not available to resolve allegations that a Board employee or another adult member of the School District community or Third Party sexually harassed a student.

The informal resolution process is not available to resolve allegations involving a sexual assault involving a student Complainant and a student Respondent.

Investigation of a Formal Complaint of Sexual Harassment

In conducting the investigation of a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.

In making the determination of responsibility, the decision-maker(s) is (are) directed to use the preponderance of the evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

The District is not permitted to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the party provides the District with voluntary, written consent to do so; if a student party is not an eligible student, the District must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may 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 in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.
- C. Whether a person is allowed to audio record or video record any meeting or grievance proceeding will be consistent with the procedures established in Board Policy 2461 – Recording of IEP Team Meetings.

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The District will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate. The investigator(s) and decision-maker(s) must provide a minimum of one (1) day's notice with respect to investigative interviews and other meetings.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the Title IX Coordinator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to the decision-maker(s) issuing a determination regarding responsibility.

Determination of Responsibility

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigator sends the investigative report to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the question of any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

Determination regarding responsibility: The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) must apply the preponderance of the evidence standard.

- A. Identification of the allegations potentially constituting sexual harassment pursuant to this policy;
- 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, [and] methods used to gather other evidence;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of the applicable code of conduct to the facts;

- E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s) and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and
- F. The procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

Informal or formal disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in sexual harassment).

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the District Administrator of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion and Policy 5611 – Due Process Rights. The discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

Disciplinary sanctions/consequences may be imposed on an employee Respondent who is determined responsible for violating this policy including but not limited to (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. written reprimands;
- C. performance improvement plan;
- D. required counseling;
- E. required training or education;
- F. suspension with pay;
- G. suspension without pay;
- H. termination, and any other sanction authorized by any applicable Employee/Administrator Handbook.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in sexual harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the District Administrator of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual. If the District Administrator is the Respondent, the Title IX Coordinator will notify the Board President of the recommended remedies for consideration and, if necessary and appropriate, implementation in compliance with applicable due process procedures, whether statutory or contractual.

The discipline of an employee will be implemented in accordance with Federal and State law, and Board policy.

The following disciplinary sanctions/consequences may be imposed on a non-student/non-employee member of the School District community or Third Party determined responsible for violating this policy (i.e., engaging in sexual harassment):

- A. oral or written warning;
- B. suspension or termination/ cancellation of the Board's contract with the third-party vendor or contractor;
- C. mandatory monitoring of the third-party while on school property and/or while working/interacting with students;
- D. restriction/prohibition on the third-party's ability to be on school property; and
- E. any combination of the same.

If the decision-maker(s) determines the third-party Respondent is responsible for violating this policy (i.e., engaging in sexual harassment), the decision-maker(s) will recommend appropriate remedies, including the imposition of sanctions. The Title IX Coordinator will notify the District Administrator of the recommended remedies, so appropriate action can be

taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately, imposing a disciplinary sanction/consequence, the District Administrator (or the Board when the District Administrator is the Respondent) will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances. If the Respondent is a Member of the Board, s/he shall be excluded from any determination regarding the imposition of a disciplinary sanction/consequence by the remaining Board members.

The District's resolution of a formal complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process, the District Administrator may involve local law enforcement and/or file criminal charges related to allegations of sexual harassment that involve a sexual assault.

The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appeal

Both parties have the right to file an appeal from a determination regarding responsibility or from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

The Complainant(s) may not challenge the ultimate disciplinary sanction/consequence that is imposed.

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a formal complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within five (5) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a formal complaint or any allegations therein.

Nothing herein shall prevent the District Administrator (or the Board when the District Administrator is the Respondent) from imposing any remedy, including disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator(s). The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The parties' written statements in support of, or challenging, the determination of responsibility must be submitted within five (5) days after the Title IX Coordinator provides notice to the non-appealing party of the appeal.

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker's(s)' determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within five (5) days of when the parties' written statements were submitted.

The determination of responsibility associated with a formal complaint, including any recommendations for remedies/disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. No further review beyond the appeal is permitted.

Retaliation

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance process set forth above.

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

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Confidentiality

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, or FERPA's regulations, and State law under Wis. Stat. § 118.12, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Training

The District's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

- A. the definition of sexual harassment (as that term is used in this policy);
- B. the scope of the District's education program or activity;
- C. how to conduct an investigation and implement the grievance process, appeals and informal resolution processes, as applicable; and
- D. how to serve impartially, including by avoiding prejudice of the facts at issue, conflicts of interests, and bias.

All Board employees will be trained concerning their legal obligation to report sexual harassment to the Title IX Coordinator. This training will include practical information about how to identify and report sexual harassment.

Recordkeeping

As part of its response to alleged violations of this policy, the District shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If the District does not provide a Complainant with supportive measures, then the District will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

The District shall maintain for a period of seven (7) calendar years the following records pursuant to Wis. Stat. § 19.21(6):

- A. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the District's education program or activity;
- B. Any appeal and the result therefrom;
- C. Any informal resolution and the result therefrom; and
- D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

The District will make its training materials publicly available on its website.

Outside Appointments, Dual Appointments, and Delegations

The Board retains the discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains the discretion to appoint two (2) or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The District Administrator may delegate functions assigned to a specific Board employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor, to any suitably qualified individual and such delegation, may be rescinded by the District Administrator at any time.

Discretion in Application

The Board retains the discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific Complainant and/or Respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains the discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains the discretion to revise this policy at any time, and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

T.C. 11/14/22
Revised 9/25/23

© Neola 2024

Legal	19.21(6), Wis. Stats.
	120.13, Wis. Stats.
	948.02, Wis. Stats.
	20 U.S.C. 1092(F)(6)(A)(v)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

34 C.F.R. Part 106

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(30)

42 U.S.C. 1983

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

OCR's Revised Sexual Harassment Guidance (2001)