

**WAUNAKEE COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION REGULAR MEETING**

Monday, July 8, 2024

6:00 PM

Waunakee Community School District
905 Bethel Circle
Waunakee, WI 53597

Members of the public may attend Board of Education meetings in-person. Members of the public who choose to access the meeting via live stream video may do so at:

<https://www.youtube.com/channel/UCIgebJT-i0GbAiYqrkpaBmA>

Public comments will be limited to 3 minutes. The Board will allow 30 minutes for public comments.

Public comments may be sent to Rebecca McDonough at district_administrator@waunakee.k12.wi.us up to one hour before the start of the Board meeting. All comments will be reviewed by the Board members. Emailed comments will be reviewed by the board but not read out loud. Emailed comments sent during any part of the board meeting (Board Development, Closed session, Open session) will be forwarded to the board but may not be reviewed by the board until after the board adjourns. Comments must include the commentator's name, address, and must identify their connection to the District (if any) and any group they are representing in order to be considered by the Board.

If you would like to address the Board in-person during the public comments section of the meeting, you will be asked to check in with District personnel when you arrive so that you can be recognized and address the Board when your name is called.

A recording of the meeting will be posted on the District webpage within 24 hours of the meeting time.

Closed Session Starts at 6:00PM

Open Session Starts at 7:00 PM

Starting June 24, 2024 - August 17, 2024 the parking lot at 905 Bethel Circle will be under construction.

Visitors may park in the indicated spaces at Benda Welding (900 Bethel Circle), or Humane Restraint Co. (912 Bethel Circle). There will be very limited parking along Bethel Circle for brief visits. Please follow the signage to enter the building. If anyone has handicapped accessibility needs, please contact the district office during business hours at (608)849-2000 and we will accommodate you.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. CLOSED SESSION - ADJOURN TO CLOSED SESSION PER WISCONSIN STATUTES 19.85 (1) (c)(e) (f) and (g)

- A. Review Minutes of June 10, 2024 Meeting
- B. Review Individual Teacher Contract/Administrator/Administrative Support Recommendations, Resignations and Retirements
- C. Review Individual Co-Curricular Contract Recommendations
- D. Review Individual Support Staff/Custodial Staff Recommendations, Resignations and Retirements
- E. Update and Consideration of Legal Matters Related to the School District Including

Current and Potential Actions Involving the School District.

IV. RETURN TO OPEN SESSION

V. BOARD DEVELOPMENT WORKSHOP

If time allows, the Board will discuss school board operational matters or schedule future meetings.

VI. APPROVAL OF MINUTES

- A. Approve minutes of June 10, 2024 regular Board meeting 10

VII. APPROVAL OF AGENDA AND ADDITIONS

A motion will be necessary to approve the agenda as presented (or) with changes as recommended.

VIII. PUBLIC COMMENTS **16**

Individuals may use this time to comment on any topic. A copy of Board Policy 187 —Public Participation at Board Meetings is enclosed for your reference. Each speaker will be allowed 3 minutes to speak for a total of 30 minutes. . Emailed comments will be shared and reviewed by all the board members but will not be read out loud.

IX. BOARD REPORTS/RECOMMENDATIONS/ACTION ITEMS

- A. Teacher Report
- B. Board Reports/Action Items
 - 1. Board Reports on Educational Related Events, Meetings, or Trainings Attended by Individual Board Members

This section is reserved for any comments from members of the board on meetings they attended or other informational items.

X. COMMITTEE REPORTS/RECOMMENDATIONS/ACTION ITEMS

- A. Budget Committee
 - 1. Review 07/03/24 Meeting Minutes 19

- 2. Consideration of 2023-24 Fund 73 Trust Fund Annual Payment

The purpose of this agenda item is to approve a fund 73 payment for 2023-24. We have until July 31st to make this payment. The budget committee is recommending

The budget committee recommended a payment of \$400,000 for 2022-23 fiscal year. The actuarial calculated contribution is \$668,817. Please see attached for information on this calculation. The fund 73 beginning balances were \$7,243,648.89 (HRAs in employee's names - cannot be used) and \$1,277,921.23 (funds not committed to employees).

The district payment for 2023-24 for post-employment benefits is \$507,406.12. Our options include:

- 1) Funding the \$507,406.12 entirely from the \$1,277.921.23 (fund 73)
- 2) Contribute the entire 2023-24 payment (\$507,406.12) from fund 10
- 3) Contribute the entire actuarial calculated contribution of \$668,817 from fund 10

4) Some level of balance between option 1 and option 3

Option 1 provides the best fund balance option for fund 10, while decreasing the fund balance for fund 73. Options 2 through 4 will reduce the fund 10 fund balance. A concern with reducing the fund 10 fund balance is the future borrowings related to the November 2022 referendum and the potential for a negative rating adjustment. An option to consider is to recommend option 1 at this time and reassess fund 73 after the completion of the November 2022 referendum borrowings. In addition, annually budgeting for this expense would be a fiscal benefit moving forward.

3. Consideration of the 3rd Draft of the School District Budget 21

The purpose of this agenda item is to approve the third draft of the budget for the 24-25 school year. I have attached the third draft of the budget for your review. Please note that the third draft of the budget is based on the following:

1. The \$0/student increase in the per pupil categorical aid, with a \$325/student increase in the revenue limit formula
2. The personnel cost line includes an inflationary salary increase of 4.12%, implementation of the teacher and classified staff compensation systems at 2%, a 0% increase in dental insurance rates, and a 5% increase for health insurance rates, and transportation.
3. The capital maintenance projects are funded from Fund 49
4. The third draft includes an increase of 11.5 FTE, as outlined on page 13 of the document to include the positions approved in May.
5. The debt service fund includes an estimate for the remaining debt that needs to be issued from the \$175 million referendum.
6. Budget adjustments and revenue increases per the memo from the April budget committee meeting. (High cost special ed aid, fund 80, and flow-through grant)
7. Updates to the gift fund (Fund 21)
8. Updates to building/department revenue accounts and corresponding expense accounts
9. Updates to the community service fund (Fund 80)
10. July 1st Aid Estimate, which changes both state equalization aid and the property tax levy.
10. All of the remaining budget requests have been placed on hold at this time.

The final draft will be presented in October.

Please let me know if you have any questions on the third draft of the budget.

The budget committee is recommending approval on a 3-0 motion.

4. Consideration of Trial Agreement with Data Wrangler 44

The purpose of this agenda item is to request approval of a 3-month trial for the subscription for the service called Data Wrangler. The budget committee is recommending approval

At the June budget committee meeting, the committee heard an overview of the Data Wrangler system and what it could do for the district from Jim Koepp, President. The committee made a motion to recommend approval to the June board meeting 2-0. At the regular June board meeting, the discussion was tabled due to a concern over the length of the agreement. Please find an updated agreement attached. Data Wrangler is willing to extend a 3-month trial. We would have the opportunity to review the results/reports before making a decision on the length of the full agreement. We appreciate the flexibility to have a 3-month trial and administration is recommending approval.

B. Facility Committee Meeting

- 1. Review the Minutes of the 6/28/24 Meeting. 49
- 2. Consideration of Middle School Subcontractor Bids 51

The purpose of this agenda item is to request approval of additional middle school subcontractors. The facility committee is recommending approval on a 3-0 motion.

The first several rounds of Middle School subcontractor bids have been approved. The Middle School guaranteed maximum price has been approved. Vogel indicated in June that several additional rounds of subcontractor bids will be presented in July and August. Attached please find two documents referencing subcontractor approvals.

Administration will also provide an update on the value engineering process. Here is a high level summary:

- Original Owner Contingency: \$570,000
- Accepted VE's and budget transfers (pending final EUA review of alternate manufacturers):
 - Structural steel beam to joist changes: **(\$75,000)**
 - Cellular repeater allowance move from Westphal to Owner Contingency: **(\$378,968)**
 - Metal Panel VE (Alternate panel manufacturer): **(\$35,000)**
 - Glazing VE (Alternate aluminum manufacturer): **(\$123,380)**
- Updated Owner Contingency: **\$1,182,348**
- CM Continency: **\$3,370,000**

- 3. Consideration of District Wide Capital Maintenance Projects. 56

The purpose of this agenda item is to request approval of additional projects for districtwide capital maintenance. The facility committee is recommending approval

3-0.

Attached please find our budget tracking document for capital projects. Please note that this document has been updated to reflect the June School Board meeting capital projects approvals, the GMP savings for Heritage Elementary School, and \$5 million of interest earnings. Administration will review this budget tracking document before reviewing the potential additional capital projects. Also attached please find a request for additional capital maintenance approvals. The requests fit within the remaining funds. Administration will specifically review the recent storm damage and repairs at the high school pool roof area, middle school fieldhouse, and Arboretum second grade neighborhood.

C. Curriculum Committee Meeting

1. Review the Minutes of the 6/14/24 Meeting. 61

2. Testing and Assessment Schedule for 2024-2025 63

A draft 2024-2025 testing and assessment schedule is presented for action. The schedule is complete as of the information we had when the agenda was being prepared. We have the state's decision on the required early literacy readiness screener (NCS Pearson AimswebPlus), but are still waiting on some details including test windows. When those have been communicated by the state, we will update the schedule to reflect the new information. We will be using AimswebPlus for mathematics screening and also in the 4th grade for reading and mathematics. AimswebPlus has two entries. One as a screener/benchmark and the other as a progress monitor (short forms used for interventions in our RtI/MTSS framework).

D. DEI Committee

1. Review the minutes from the 06/25/24 DEI Committee Meeting 73

E. Policy Committee Meeting

1. Review Minutes of the 6/28/24 Policy Committee 74

2. Policies for Discussion, Review, and Consideration 76

Attached please find the summary spreadsheet for the policies that will be reviewed at the meeting. These policies have been reviewed by the administration and the policy committee chair prior to movement to the committee for consideration.

a. 720 Safe and Healthful Facilities 80

b. 720 R Building Inspection Procedures 84

c. 720 E. Hazard Identificaton Form 85

d. 721 Inspection of Buildings 87

e. 721.2 Playground Equipment Inspection 88

f. 722 Accident Reporting 89

g. 722.1E Accident Report Form 91

h. 723 Emergency Plan Procedures 93

i. 723.3 Emergency School Closings	94
j. 731 Building and Grounds Security	99
k. 731.1 Privacy in Locker Rooms	100
l. 731.2 Vandalism	102
m. 732 Building and Grounds Maintenance	103
n. 741 Maintenance and Control of Instructional Materials	104
o. 741 R Maintenance and Control of Instructional Materials	105
p. 742 Use of District Equipment and Supplies by Persons Affiliated with the District	106
q. 742 R Equipment use Guidelines for Departments	108
r. 743 R Asbestos Management	109
s. 725 E Notice of Asbestos Management Plan and Asbestos Activities	112
3. Policy Resource Guide (PRG) Updates	115
a. 345.6 HS Graduation Requirements	117
b. 133 Filling Board Vacancies	122
4. Discuss and Consider Policies per Requests	
a. Policy 362.2 Rule - Departmental Guidelines to Ensure Access to LMTC	134
b. Policy 751-Exhibit Fee Schedule for Transportation to and from Babysitters	136
<p>The purpose of this agenda item is to review a request from a community based licensed daycare for school provided transportation. All board members received the public comments from the owner of the daycare as well as several parents who select that daycare for their children. The attached policy has been revised to accommodate this request. The policy committee is recommending approval on a 2-1 motion. Administration can share additional background at the meeting regarding the history of this policy and how it has been modified over time.</p>	
5. Title IX Policies	137

The administration will discuss the policy updates and process.

XI. ADMINISTRATIVE REPORTS/RECOMMENDATIONS/ACTION ITEMS

A. Administrative Reports/Action Items	
B. Approval of Stormwater System Management Maintenance Agreement for new Waunakee Middle School	185

The purpose of this agenda item is to request school board approval of the stormwater management system maintenance agreement for the new middle school. As Vogel was preparing to request the building permit for the new middle school, our construction team realized that a number of formal documents needed to be approved/recorded. To begin with, we created a new site parcel number by combining multiple parcels from the

past. Allie recorded a new certified survey map with Dane County last week. In addition, we need to request approval of the attached document as well as the next agenda item. The stormwater maintenance agreement requires the district to maintain the stormwater features of the property and permits the village to enter district property in the event of our failure to maintain the stormwater features. Administration is recommending approval.

C. Approval of Utility Easement Agreements for the new Waunakee Middle School 190

The purpose of this agenda item is to request school board approval of the utility easement agreements for the new middle school. As Vogel was preparing to request the building permit for the new middle school, our construction team realized that a number of formal documents needed to be approved/recorded. To begin with, we created a new site parcel number by combining multiple parcels from the past. Allie recorded a new certified survey map with Dane County last week. In addition, we need to request approval of the attached documents as well as the next agenda item. District administration and the construction team worked with the Village of Waunakee to identify the most cost-effective solutions to provide site utilities, including the roadwork in front of the new middle school. Administration is recommending approval.

D. Approval of Stormwater System Management Maintenance Agreement for 905 Bethel Circle 217

The purpose of this agenda item is to request school board approval of the stormwater management system maintenance agreement for the 905 Bethel Circle. We need to request approval of the attached document. The stormwater maintenance agreement requires the district to maintain the stormwater features of the property and permits the village to enter district property in the event of our failure to maintain the stormwater features. Administration is recommending approval.

E. Announcements/Correspondence

XII. CONSENT AGENDA

A. Finance

1. Monthly Finance Reports 222

Attached you will find the 2023-2024 Budget Status report as of June 30th, 2024 and the Cash Reconciliation report for May 2024.

2. Approval of Checks

Attached in the "extras" section of BoardBook, please find a list of the accounts payable payments issued during the month of June 2023.

B. Academic Standards Adoption 2024-2025 226

Amy Johnson and Tim Schell

As is required for approval on an annual basis, please see the attached memo from Tim Schell and Amy Johnson that outlines the academic standards that are part of our instructional programs.

C. Consider Exchange Student Requests for 2024-2025	
1. PAX Program Exchange Student -	228
2. Rotary Exchange Student (second student)	229
D. Consider PCOW MOU for 2024-2025	230
E. Consider Building Bridges MOU 2024-2025	237
F. Gifts and Field Trips	
1. Gifts	
2. Field Trips	
G. Approve Individual Teacher, Co-curricular, Support Staff & Custodial Recommendations, Resignations, Leaves & Retirements	
H. Fundraising Report 2024	243
The purpose of this agenda item is to provide the School Board with an annual report of fundraisers utilizing the Classmunity program. Attached please find a list of all fundraisers for the 2023-24 school year and the information that has been reported in Classmunity.	

XIII. BOARD BUSINESS

A. Legislative Update

XIV. FUTURE AGENDAS AND MEETINGS

A. Agenda Items for Next Meeting

B. Special Meeting

C. Budget Committee

D. Co-Curricular Committee

E. Curriculum Committee

F. DEI Committee

G. Facility Committee

H. Human Resources Committee

XV. RETURN TO CLOSED SESSION - (if necessary) to complete agenda as listed under agenda item III

XVI. RETURN TO OPEN SESSION

XVII. ACTION AS APPROPRIATE, ON ITEMS DISCUSSED IN CLOSED SESSION

XVIII. ADJOURN

“Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires assistance with access or materials should contact the Waunakee Community School District Office at 849-2000, 905 Bethel Circle Drive Waunakee, WI 53597, at least

twenty-four hours prior to the commencement of the meeting so that necessary arrangements can be made to accommodate the request.”

Minutes of Regular Meeting - Open

The Board of Education Waunakee Community School District

A Regular Meeting of the Board of Education of Waunakee Community School District was held Monday, June 10, 2024, beginning at 6:00 PM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

I. CALL TO ORDER

President Ensign called the meeting to order. A motion was made by Engebretson, second by Hetzel, to adjourn to closed session pursuant to Wisconsin Statutes 19.85 (1)(c),(e), (f), and (g) to review individual teacher contract recommendations, resignations and retirements, review individual co-curricular contract recommendations, review individual support staff/custodial staff recommendations, resignations, and retirements, and review student requests. Motion carried 6-0 on a roll call vote. Time 6:00PM

II. ROLL CALL

Dotzler – Yes, Ensign- Yes, Engebretson – Yes, Frey – Yes, Heinrichs – Yes (Virtual), Hetzel- Yes, (Heinemann - Absent)

Also Present: Guttenberg, Grabarski, Summers

III. ADJOURN TO CLOSED SESSION PER WISCONSIN STATUTES 19.85 (1) (c), (e), (f) AND (g)

A. Review Minutes of May 13, 2024 regular meeting.

B. Review Individual Administrative Contract Recommendations, Resignations and Retirements

C. Review Individual Teacher Contract Recommendations, Resignations, Retirements, and Request for Retirement Consideration.

D. Review Individual Co-Curricular Contract Recommendations and Update on a Co-Curricular Coaching Concern/Evaluation

E. Review Individual Support Staff/Custodial Staff Recommendations, Resignations and Retirements

F. Review Summer School Contract Recommendations

G. Review and Take Action on Student Discipline/Expulsion Recommendation

A motion was made by Dotzler, second by Engebretson to approve the student discipline recommendations as presented. Motion carried 6-0.

H. Update and Consideration of Legal Matters Related to the School District Including Current and Potential Actions Involving the School District.

IV. RETURN TO OPEN SESSION

A motion was made by Dotzler, second by Frey, to adjourn closed session and reconvene in open session. Motion carried 6-0. Time 6:43PM.

Ensign welcomed all in attendance at 7:00PM.

V. BOARD DEVELOPMENT WORKSHOP

There was not time for Board development at this meeting.

VI. APPROVAL OF MINUTES

A. Review Minutes of May 13, 2024 regular meeting.

A motion was made by Dotzler, second by Frey to approve the May 13, 2024 meeting minutes as posted. Motion carried 6-0.

VII. APPROVAL OF AGENDA AND ADDITIONS

A motion was made by Engebretson, second by Hetzel, to approve the agenda as posted. Motion carried 6-0.

VIII. PUBLIC COMMENTS

There were no email public comments for this meeting.

Public comments in person were made by

Tracy Wegenost -Mobile Glass - Subcontractors

Rick Nelson – Badgerland Erectors - Subcontractors

IX. BOARD REPORTS/RECOMMENDATIONS/ACTION ITEMS

A. Teacher Report - NA

B. Board Reports/Action Items

1. Individual Board Reports on Educational Related Events, Meetings, or Training's Attended by Individual Board Members

Board members reported on the School Building Art shows – specifically the High School and Heritage, the Competency Graduation – Congratulations to those students and staff, Greater Dane County School Proposal – The next meeting will be July/August, the Best of Waunakee Ceremony – WCSD voted Best Employer in Waunakee, Staff Recognition Ceremony congratulations to all retirees, staff of the year, Kohl Fellowship, and longevity, the High School Graduation Ceremony – Congratulations to all those students.

C. School Perceptions Survey Results

Summers introduced Bill Foster from School Perceptions who reviewed the final report.

Administration is recommending continuing this discussion at the July School Board retreat with any potential operational referendum approvals coming at the August School Board The board asked questions, discussed and agreed with the administration recommendation.

X. COMMITTEE REPORTS/RECOMMENDATIONS/ACTION ITEMS

A. Curriculum Committee on May 16, 2024

1. The minutes from the 5/16/24 committee meeting were reviewed.

2. ELA Materials Adoption

Schell presented and answered questions regarding the Middle School ELA materials review, the materials pilot, and the recommended resource, Amplify and shared the plan to conduct a pilot of Amplify, as a potential resource for the Intermediate School.

A motion was made by Dotzler, second by Hetzel to move forward with the plan for

B. Budget Committee

1. The minutes of the May 29, 2024 Budget Committee Meeting were reviewed.

2. Consideration of the Second Draft of the 2024-2025 Budget

Summers presented and answered questions regarding the second draft of the budget for the 24-25 school year. A motion was made by Frey, second by Engebretson, to approve the 2nd draft of the budget as presented. Motion carried 6-0.

3. Consideration of 2024-2025 Lease Agreements

Summers presented and answered questions regarding the lease agreements for the 24-25 school year. The district currently has leases with the Wisconsin Youth Company (K-4

after-school program for school year) and the New Teacher Project (office space at Bethel Circle location).

A motion was made by Engebretson, second by Heinrichs, to approve the lease agreements as presented. Motion carried 6-0.

4. Consideration of the Fund Balance Classifications

Summers presented and answered questions regarding the fund balance classifications. A motion was made by Dotzler, second by Frey, to approve the fund balance classifications as presented. Motion carried 6-0.

5. Consideration of the 2023-2024 Budget Revisions

Summers presented and answered questions regarding the formal budget change process for the 2023-24 fiscal year. A motion was made by Hetzel, second by Dotzler, to approve the budget revisions as presented. Motion carried 6-0.

The Budget Committee is recommending approval on a 3-0 motion.

6. Consideration of Data Wrangler Proposal

Summers presented and answered questions regarding the Data Wrangler software subscription service. The budget committee heard an overview of the Data Wrangler system and what it could do for the district. The board asked that the administration work with Data Wrangler on various options regarding the length of the subscription and other potential options and then bring this back to the Budget committee for consideration.

C. Facility Committee

1. The minutes of the June 6, 2024 meeting were reviewed.

2. Consideration of Middle School Guaranteed Maximum Price

Summers introduced Jay Thomsen from Vogel Brothers who presented and answered questions regarding the Middle School Guaranteed Maximum Price (GMP). A motion was made by Frey, second by Hetzel, to approve the GMP as presented. Motion carried 6-0.

3. Consideration of the Middle School Sub Contractor Bids

Summers introduced Adam Griep from Vogel Brothers who presented and answered questions regarding the approval of additional subcontractors for the new Middle School. A motion was made by Frey, second by Dotzler to approve the MS Subcontractors as presented. Motion carried 6-0.

4. Consideration of Capital Projects Approval

Summers presented and answered questions regarding the additional districtwide capital maintenance projects. A motion was made by Hetzel, second by Dotzler, to approve the additional districtwide capital maintenance projects as presented. Motion Carried 6-0.

5. Consideration of a Motion to Dedicate Land to the Public for a Road Right of Way and Provide Authority for the Superintendent to Approve Legal Documents

Summers presented and answered questions regarding the motion to dedicate land to the public, and to provide authority to the Superintendent to approve the legal paperwork regarding the walking path in front of Heritage and Intermediate school. A motion was made by Dotzler, second by Hetzel, to approve the dedication of the land to the public and the authority to the Superintendent to approve the legal paperwork regarding a walking path. Motion carried 6-0.

D. Human Resources Committee

1. The minutes from the June 7, 2024 HR meeting was approved.

2. Consideration of the 24-25 Employee Guidelines.

Grabarski presented and answered questions regarding the three employee guidelines for

2024-2025. Also presented were the Aquatic Center Staff Guidelines . A motion was made by Engebretson, second by Heinrichs, to approve the Employee Guidelines and the Aquatic center staff guidelines as presented. Motion carried 6-0.

E. Policy Committee Meeting June 6, 2024

1. The Minutes from the 6/6/24 policy committee meeting were reviewed.

2. Policies for Discussion, Review, and Consideration

Guttenberg presented and answered questions regarding the 600 series policies . A motion was made by Hetzel, second by Dotzler to approve the policies as presented and to continue to review and work toward allowing student free Gate admission – Motion carried 6-0.

- a. 620 Annual Operating Budget
- b. 621 Annual Budget Development Schedule
- c. 622 Budget Implementation
- d. 622.1 Line Item Transfer Authority
- e. 630 Post-Issuance Compliance Policy for Tax Exempt and Tax Advantage Obligations
- f. 657 Grant Applications and Acceptance of Grants
- g. 654 Gate Receipts and Admissions
- h. 654.1 Free Admission/Passes to Events
- i. 655 Income from School Shop Sales and Services
- j. 655 R Product Liability
- k. 661 Designation of Depositories
- l. 661.1 Authorized Signatures
- m. 661.2 Check-Writing Services
- n. 662.3 Fund Balance
- o. 661.3 Returned Checks and Other Denied Payments
- p. 661.5 2014 Operational Referendum Funds
- q. 665 Fraud Prevention and Reporting
- r. 664 Handling Money in District Buildings /Activities
- s. 665 Petty Cash
- t. 671.1 Payday Schedule
- u. 671.2 Expense Reimbursement
- v. 671.3 Salary Deductions
- w. 672.1 Purchasing Approval
- x. 672.3 Cooperative Purchasing
- y. 672.4 Sales/Vendor Relations
- z. 673 Disbursement of Funds
- aa. 673.1 Credit Card Program
- bb. 680 Fiscal Accounting and Reporting
- cc. 683 Inventories
- dd. 684 Audits
- ee. 690 Disposition of District Property

XI. ADMINISTRATIVE REPORTS/RECOMMENDATIONS/ACTION ITEMS

A. Administrative Reports/Action Items

1. Announcements/Correspondence

XII. CONSENT AGENDA

A motion was made by Engebretson, second by Heinrichs, to approve the consent agenda as presented. Motion carried 6-0.

- A. Finance
 - 1. Monthly Finance Reports
- B. Approval of Checks
- C. Consideration of School Safety Drills
- D. Consideration of Dane County Driver Education Scholarship Program
- E. Consider F1 Visa Student for the 2024-2025 School year
- F. Consider Rotary Exchange Student
- G. Consider Co-Curricular Handbooks
 - 1. Middle School Student Handbook
 - 2. High School Student Handbook
 - 3. Booster Club Handbook
- H. Gifts and Field Trips
 - 1. Gifts
 - 2. Field Trips
- I. Approve Individual Administrative, Teacher, Co-curricular, Support Staff & Custodial Recommendations, Resignations, Leaves & Retirements

New Administrative Support Staff

Sara Zimmerman, 50% Families in Transition (Homeless) Social Worker

New Teacher Staff

Tricia Endres, Cross Categorical Teacher, HES

Christine Hlavacka, Cross Categorical Teacher, IS

Alison Meng, Occupational Therapist, HS/MS/IS

Becky Personke, Family and Consumer Ed (FCE) Teacher, MS

Matthew Reinfeldt, Phy Ed Teacher, HS/MS/IS

Jennifer Stark, Title I Interventionist, District (NEW)

New Support Staff

Sadie Hagmann, Para Educator Special Education , PES

Leah Wheatley, Para Educator Special Education, MS

Resignations

Cynthia Adams, Para Educator Special Education , MS

Aaron Cornelio, Orchestra Teacher, MS

Katie Weaver, LMTC Assistant, AES

Mai Pa Yang, Para Educator Special Education, MS

Terminations - No Action

Michelle Miller, Para Educator Special Education, HES

Internal Staff Changes - No Action

Rebecca Davis, from Cross Categorical Teacher, HES, to Cross Categorical Teacher, PES (replaces Donna McNary)

J. Summer School Recommendations – Posted in Boardbook extras section

XIII. **BOARD BUSINESS** – There was no board or legislative business for this meeting.

A. Legislative Update

XIV. **FUTURE AGENDAS AND MEETINGS**

A. Agenda Items for Next Meeting

B. Special Meeting

C. Budget Committee -7/3/24 @ 7:30AM

D. Co-Curricular Committee

E. Curriculum Committee – 6/14 @ 7:30AM

F. DEI Committee – 6/25 @ 5:30PM

G. Facility Committee - 6/28/24 @ 7:30AM

H. Human Resources Committee

I. Policy Committee - 6/28/24 @ 8:30AM

XV. **RETURN TO CLOSED SESSION - NA**

XVI. **RETURN TO OPEN SESSION - NA**

XVII. **ACTION AS APPROPRIATE, ON ITEMS DISCUSSED IN CLOSED SESSION - NA**

XVIII. **ADJOURN**

The Board of Education adjourned at 8:43PM on a motion by Dotzler, second by Frey, and passed unanimously by voice vote 6-0.

Respectfully submitted,

Judith Engebretson, Clerk

Date _____
JE:rm

PUBLIC COMMENT PERIODS DURING BOARD MEETINGS

Policy 187

Waunakee Community School District

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While the public has the right to attend meetings of the Board of Education that have not been convened in a closed session, individuals or groups generally do not have a right to be included on a Board meeting agenda or a right to enter into the discussions or deliberations of the Board. However, without affecting the Board's discretion to authorize other forms of input or participation during Board meetings from persons who are not Board members, the Board expressly authorizes and directs limited public participation during duly-noticed public comment periods as follows:

1. The Superintendent and Board President shall ensure that the agenda and public notice of the Board's primary regular business meeting each month includes a period for public comment. During a public comment period noticed under this paragraph, interested persons may briefly address the Board on topics that are reasonably germane to some aspect of the District's policies, practices, programs, or operations, regardless of whether the speaker's topic is otherwise noticed as a specific subject matter of the meeting in question.
2. Subject to any more specific decision or directive of the Board, the Board President has discretion to include a period of public comment on the agenda and public notice of additional Board meetings. In exercising such discretion, the President may specify on the public notice of the meeting that speaker comments during the public comment period will be limited to topics that are sufficiently germane to the noticed subject matter of the meeting.

When a public comment period is expressly included on the public notice of a Board meeting and there is sufficient interest in addressing the Board, the period shall either include at least 10 individual speakers or extend for 30 actual minutes, whichever limitation permits the greater total number of speakers. However, the Board may extend the total duration of a noticed public comment period at any meeting by a majority vote.

The Superintendent, or his/her designee, will implement a viewpoint-neutral speaker registration process that establishes an order for speaking in the event that the interest in appearing before the Board at any meeting may exceed the time that is allocated for the public comment period. Each speaker, upon being recognized by the presiding officer, will state his/her name and identify his/her connection to the District (if any) and to any group they are representing in connection with their remarks.

Each speaker's presentation is normally limited to a maximum of 3 minutes. However, at a meeting the Board may vote to reduce the time limit to no shorter than 2 minutes per speaker in order to accommodate a greater total number of speakers. In addition, at the Board's discretion, a speaker's time may be briefly extended provided that, upon request, a similar extension shall be granted to other speakers at the same meeting. Any individual may speak only once during the public comment period at any meeting.

Speakers generally should not expect an immediate response or reaction to their comments from the Board. Further:

1. If, at applicable meetings, a speaker raises a topic during a public comment period that was not among the publicly-noticed subject matter of the meeting, the extent of any response to

PUBLIC COMMENT PERIODS DURING BOARD MEETINGS

Policy 187

Waunakee Community School District

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the speaker and his/her remarks shall be limited in accordance with applicable law.

2. During a public comment period, Board members will not engage in a substantive discussion of or otherwise attempt to materially investigate or reach a Board resolution of either (a) complaints or grievances regarding the conduct of individual staff members or individual students; or (b) attempts to appeal staff or administrative decisions relating to individual District employees or students. A public comment period during a Board meeting is not the preferred or established means of processing such issues or bringing such matters to the Board's attention.
3. If time or other limitations preclude an interested person from addressing the Board at a specific meeting, the person may submit written information to the Board and/or attempt to utilize a public comment period at a future meeting.

Subject to an appeal to the Board that is made by a Board member, the presiding officer of the Board meeting shall have the authority to conduct and maintain proper order in connection with any authorized public comment period, including the authority to (1) recognize speakers; (2) enforce established time limits; (3) interject and request that speakers voluntarily redirect specific complaints, grievances, or attempted appeals to more appropriate District procedures; and (4) terminate the remarks of any individual who does not adhere to established rules and procedures for public participation, who speaks in a threatening or profane manner, whose comments are repetitive of that person's previous comments, or whose conduct is disruptive and impedes the Board's ability to conduct its business in an orderly and timely fashion.

Individuals who are permitted to address the Board during a meeting are responsible for the content of their comments. The forum represented by a public comment period does not exempt a speaker from any liability arising from his/her comments (e.g., for defamation or for any breach of legally-protected confidentiality).

This policy and any rules and/or procedures that may be adopted related to the administration of public comment periods under this policy are not intended to apply to the following:

1. A meeting or any portion of a meeting that constitutes a formal public hearing on a particular topic or issue.
2. Instances where the Board seeks or agrees, by majority vote, to accept input that is relevant to a noticed agenda item from a person who is not a Board member in order to (for example) resolve a formal or informal point of information that arises during the Board's discussion of an agenda item.
3. Meetings of any standing or ad hoc committee that may be established by the Board.

Legal References:

Wisconsin Statutes

- [Section 19.81](#) [state policy on open meetings]
[Section 19.83\(2\)](#) [discussion during period of public comment]

PUBLIC COMMENT PERIODS DURING BOARD MEETINGS

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[Section 19.84\(2\)](#) [public notice of board meetings, including public comment period]
[Section 19.85](#) [exemptions to open meetings]

Cross References:

WASB PRG 187 Sample Policy 4 (with substantial local adaptation)

Adoption/Revision Date(s):

October 1989
March 1994
September 1994
January 2000
February 2002
May 2020
January 2022

Minutes of Budget Committee Meeting

The Board of Education Waunakee Community School District

A Budget Committee Meeting of the Board of Education of Waunakee Community School District was held Wednesday, July 3, 2024, beginning at 7:30 AM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

I. CALL TO ORDER

Hetzel called the meeting to order at 7:30AM.

II. ROLL CALL

Present: Ensign (Subbing for Heinemann), Hetzel, Heinrichs

Also present: Summers, Dye, Grabarski

III. APPROVAL OF AGENDA

A motion was made by Heinrichs, second by Ensign to approve the agenda as posted.

Motion carried 3-0.

IV. PUBLIC COMMENTS – There were no public comments for this meeting.

V. 2023-24 BUDGET UPDATE

Summers presented and answered questions regarding making a fund 73 payment for 2023-24. Fund 73 is the post-employment benefit trust fund. The district has until July 31st to make this payment. Administration shared options for the School Board to consider.

A motion was made by Ensign, second by Heinrichs, to recommend that the full board consider making the payment as outlined in option 1 which is to fund the \$507,406.12 entirely from the \$1,277.921.23 (fund 73), Motion carried 3-0.

VI. 2024-2025 BUDGET PLANNING

A. Timeline

There was no discussion of the timeline.

B. Review Third Draft of the 2024-2025 Budget

Dye presented and answered questions regarding the third draft of the budget for the 24-25 school year. A motion was made by Heinrichs, second by Ensign, to recommend that the full board approve the third draft of the budget as presented.

VII. DISCUSSION/ACTION ON PROPOSALS - NA

VIII. OTHER ITEMS FOR DISCUSSION

A. Data Wrangler

Summers presented and answered questions regarding a 3-month trial extended by Data Wrangler.

A motion was made by Heinrichs, second by Ensign to recommend that the full board accept the 3-month trial period from Data Wrangler, and that administration have the process created for review and action items of the data shared with the committee to coordinate with the trial period. Motion carried 3-0.

B. Natural Gas Purchasing

Summers presented and answered questions regarding the process of locking in 50% of our natural gas volume for January through March. The committee asked for administration to look into a possible RFP for other providers for this product, and to consider adding the month of December moving forward.

IX. **FUTURE AGENDA ITEMS**

This committee will not meet in August, and the Annual meeting will be in August. Referendum borrowing will be discussed with this committee at a September meeting.

X. **ADJOURN**

A motion was made by Ensign, second by Heinrichs, to adjourn the meeting at 8:29AM. Motion carried 3-0.



WAUNAKEE

COMMUNITY SCHOOL DISTRICT

2024-2025 Budget
THIRD DRAFT

Prepared by Allie Dye, Director of Business Services

July 3, 2024

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Board of Education

<u>Name</u>	<u>Municipality</u>	<u>Term Expires</u>
Joan Ensign, President	Town of Westport, City of Middleton, City of Madison	Spring 2026
Katie Dotzler, Vice-President	Village of Waunakee	Spring 2025
Jack Heinemann, Treasurer	Village of Waunakee	Spring 2025
Judy Engebretson, Clerk	Towns of Dane/Springfield	Spring 2025
Ted Frey	Town of Westport, City of Middleton, City of Madison	Spring 2027
Dawn Heinrichs	Village of Waunakee	Spring 2026
Mark Hetzel	Town of Vienna	Spring 2027

Budget Committee Members

Jack Heinemann, Chair
Mark Hetzel
Dawn Heinrichs

Waunakee Community School District

Introduction

A budget is a financial plan designed to achieve the educational objectives of the Waunakee Community School District. The budget needs to be accountable to meet these educational objectives within the financial constraints that exist. The budget needs to be understandable to the Board of Education, administration, staff, parents, and the district taxpayers. The budget was developed with significant staff input regarding needs and priorities. The budget was developed based on principals of long-term fiscal planning.

Timeline

The budget process for the 2024-2025 fiscal year began in December 2023 when the budget committee reviewed a budget timeline and revenue estimates. The budget committee reviewed expenditure estimates on January 2nd. All staffing budget requests were due to the Director of Business Services by January 26th. A draft of the budget planning process document was presented at a Budget Committee meeting in February. The school board approved the budget planning process document on March 11th. Building/department level budget planning took place in March. Administrative review of the budget took place in March. The first draft of the budget was presented to the Budget Committee and the Board of Education in May. The second draft of the budget was presented in June. The third draft of the budget will be presented in July. The preliminary budget will be presented at the Annual Meeting on August 26th with community approval of the tax levy. The Board of Education will approve the final version of the budget and set the tax levy at a special meeting scheduled for October 28th.

Executive Summary

A school district's budget is divided into many "funds". These "funds" are used to account for specific school district programs. The different "funds" and their descriptions are presented below:

FUND	DESCRIPTION
10	General
21	Special Revenue Trust
27	Special Education
38	Non-Referendum Debt Service*
39	Referendum Debt Service
41	Capital Expansion Fund*
49	Capital Projects
50	Food Service
72	Private Benefit Trust*
73	Employee Benefit Trust
80	Community Service
99	Other Cooperative Funds

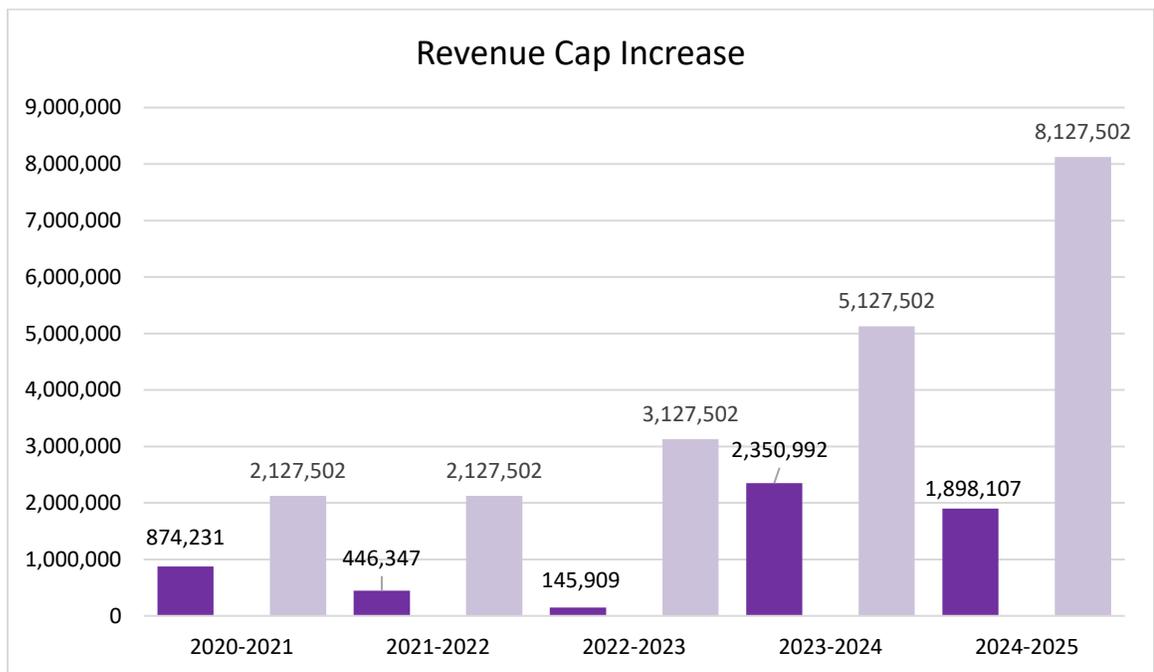
* Currently not being utilized

Waunakee Community School District

A state revenue cap formula is a significant factor in the development of the budget. The revenue cap limits the amount of revenue available to school districts from the two main sources- property taxes and state equalization aid. The revenue cap directly affects Funds 10, 38, and 41, and indirectly affects Fund 27. Fund 27 is primarily funded from a transfer from Fund 10.

The 2024-25 Waunakee state budget planning process increases the revenue cap per student amount by \$325.00. The budget includes a \$0 change in the per pupil categorical aid. The most recent four years of revenue cap changes and the estimated increase for 2024-25 is shown below (dark purple reflects the revenue limit increases from state budgets).

The 2020-21 through 2024-25 revenue caps will be increased by \$3,127,502 in 2022-23, \$5,127,502 in 2023-24, and \$8,127,502 in 2024-25 due to a November 2020 and November 2022 non-recurring operational referendum question (light purple reflects the referendum approved revenue limit increases).



Waunakee Community School District

Enrollment

Student enrollment is a key factor in the revenue cap formula. The most recent four years of historical numbers and the estimated September 2024 numbers are shown below:

Grade	2020-21	2020-21	2021-22	2022-23	2023-24
EC	4	12	15	18	18
4K	268	270	249	238	240
K	256	295	292	289	262
1	272	278	303	299	300
2	298	297	285	307	314
3	270	304	310	301	313
4	310	285	311	312	309
TOTAL	1678	1741	1765	1764	1756
ELEM					
5	309	326	294	320	319
6	342	318	342	300	325
TOTAL	651	644	636	620	644
INTER.					
7	295	349	330	346	311
8	305	303	354	329	356
TOTAL	600	652	684	675	667
MIDDLE					
9	343	316	314	374	341
10	338	348	318	304	374
11	343	341	347	318	303
12	353	349	350	351	327
TOTAL	1377	1354	1329	1347	1345
HIGH					
TOTAL	4306	4391	4414	4406	4412
DISTRICT					

The historical student count shows an increasing enrollment, with the exception of 2023-24. The estimated September 2024 enrollment shows an increase of 6 students. Enrollment increases result in more revenues being available through the revenue cap formula.

The 2024-2025 revenue cap limit increases to \$58,337,883 or \$4,898,107 higher than 2023-24. This equates to a 9.2% increase. The \$4,898,107 is a combination of referendum approved funds (\$3,000,000) and state budget funds (\$1,823,107). The 2024-2025 state equalization aid is estimated to increase to \$24,814,961 or \$129,467 higher than 2023-24. This change equates to a 0.5% increase. The district received the state equalization aid estimate from the WI Department of Public Instruction on July 1st.

Waunakee Community School District

The 2024-2025 tax levy increases to \$44,503,438 or \$2,810,520 higher than 2023-2024. This increase equates to an 6.7% increase. Two years of historical information and the proposed tax levy for this year is shown below.

Proposed Property Tax Levy			
FUND	Audited	Unaudited	Proposed
	2022-23	2023-24	2024-25
General Fund	23,818,251.00	28,460,117.00	33,228,757.00
Referendum Debt Service Fund	14,342,804.00	12,838,301.00	10,699,681.00
Non-Referendum Debt Service Fund	0.00	0.00	0.00
Capital Expansion Fund	0.00	0.00	0.00
Community Service Fund	394,500.00	394,500.00	575,000.00
TOTAL SCHOOL LEVY	38,555,555.00	41,692,918.00	44,503,438.00
PERCENTAGE INCREASE --	8.0%	8.1%	6.7%
TOTAL LEVY FROM PRIOR YR			

The 2024-2025 tax base is estimated to increase to \$4,857,264,578 or \$207,496,143 higher than 2023-2024. This change equates to a 4.5% increase. The 2024-2025 tax rate (tax levy/tax base) increases to \$9.16. This equates to a 2.2% increase. The net rate will not increase by 2.2% because of the increased school levy credit. Additional information will be available in August.

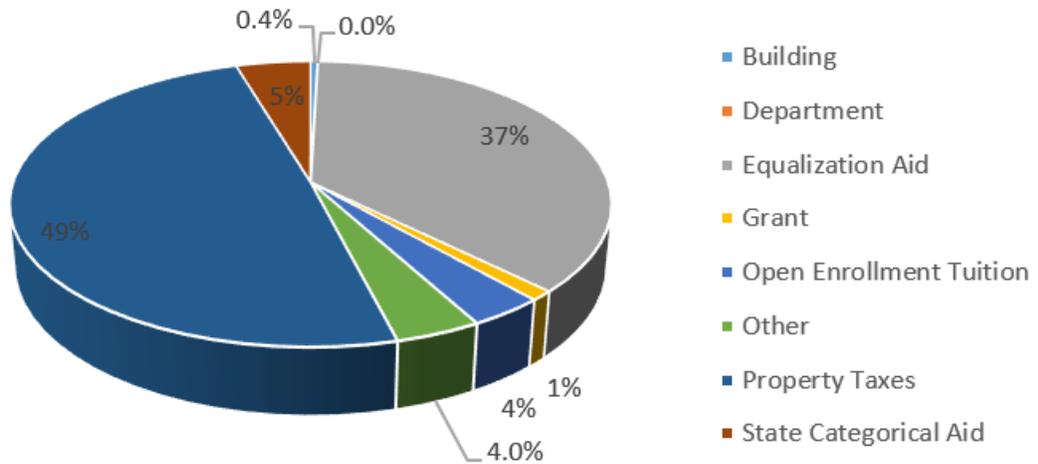
A summary of the expenditures showing two years of historical information and the proposed 2024-2025 budget is shown below. Fund 73 is not included in the summary below.

Total Expenditures and Other Financing Uses			
ALL FUNDS	Audited	Unaudited	Proposed
	2022-23	2023-24	2024-25
GROSS TOTAL EXPENDITURES--ALL FUNDS	86,764,295.00	158,668,195.00	163,005,458.00
Interfund Transfers (Source 100) - ALL FUNDS	6,416,057.00	6,416,057.00	7,286,651.00
Refinancing Expenditures (FUND 30)	0.00	0.00	0.00
NET TOTAL EXPENDITURES -- ALL FUNDS	80,348,238.00	152,252,138.00	155,718,807.00
PERCENTAGE INCREASE -- NET TOTAL FUND	5.5%	89.49%	2.28%
EXPENDITURES FROM PRIOR YEAR			

Waunakee Community School District

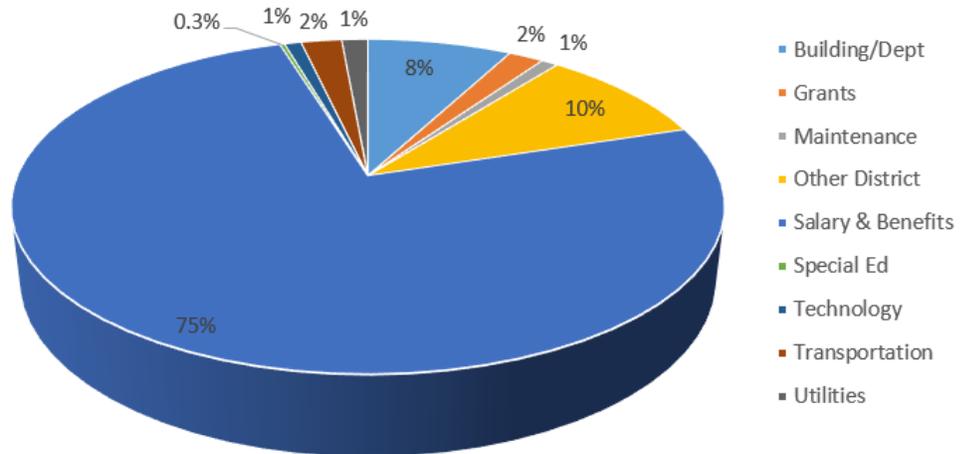
Where do the revenues come from? (Funds 10 and 27)

Total 10/27 Revenues



What are the expenditures spent on? (Funds 10 and 27)

Total 10/27 Expenses



Each fund is presented in more detail on the following pages.

Waunakee Community School District

General Fund 10

Purpose of Fund: The purpose of the general fund 10 is to account for the educational programs and operations of the school district, excluding special education programs.

The 2024-25 grant budgets are not available at this time. The 2023-24 open enrollment budgets will be updated based on actual student attendance in the fall of 2024. The state equalization aid/property tax budgets will be revised based on the aid estimate amounts from the Department of Public Instruction from July 1st.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Prairie School Bldg Fees	\$3,400	\$2,550	(\$850)	-25%
Heritage School Bldg Fees	\$5,100	\$2,250	(\$2,850)	-56%
Arboretum School Bldg Fees	\$8,200	\$5,820	(\$2,380)	-29%
Intermediate School Bldg Fees	\$37,900	\$37,900	\$0	0%
Middle School Bldg Fees	\$21,400	\$23,700	\$2,300	11%
High School Bldg Fees	\$184,525	\$199,215	\$14,690	8%
Athletics Fees	\$30,000	\$10,000	(\$20,000)	--
Building Revenues	\$290,525	\$281,435	(\$9,090)	-3.23%
Curriculum Secondary Revenues	\$13,271	\$10,815	(\$2,456)	-23%
Maintenance Revenues	\$5,000	\$12,500	\$7,500	0%
Technology Erate/Fees	\$31,200	\$0	-\$31,200	0%
Technology Revenues	\$3,400	\$4,200	\$800	19%
Department Revenues	\$52,871	\$27,515	(\$25,356)	-92.15%
Common School Funds	\$215,170	\$267,990	\$52,820	20%
Title 1 Public Grant	\$119,550	\$87,550	-\$32,000	-37%
Title 1 Private Grant	\$4,900	\$4,900	\$0	0%
Title 2 Grant (Public)	\$51,672	\$51,672	\$0	0%
Title 2 Grant (Private)	\$7,785	\$7,785	\$0	0%
Title 3 Grant	\$16,890	\$16,890	\$0	0%
Title 4A Grant (Public)	\$8,697	\$8,697	\$0	0%
Title 4A Grant (Private)	\$1,303	\$1,303	\$0	--
Peer Mentor	\$0	\$12,500	\$12,500	0%
Perkins Grant	\$25,078	\$25,078	\$0	0%
Federal Flo-Through	\$137,000	\$141,000	\$4,000	100%
ESSER3	\$1,412,461	\$0	-\$1,412,461	0%
Reading Readiness Grant	\$8,375	\$8,375	\$0	0%
Career/Tech Ed Grant	\$73,654	\$52,202	-\$21,452	-41%
ARP Homeless Children/Youth	\$7,095	\$0	-\$7,095	--
AODA Grant	\$25,000	\$25,000	\$0	0%
Ed. Effectiveness Grant	\$30,960	\$32,000	\$1,040	3%
School-Based Mental Health	\$0	\$0	\$0	100%
Mental Health Wellness Grant	\$0	\$0	\$0	0%
Grant Revenues	\$2,145,590	\$742,942	(\$1,402,648)	-188.80%

Waunakee Community School District

Fund 10 Revenues (continued)

District Fees-Prairie	\$27,295	\$27,295	\$0	0%
District Fees-Heritage	\$26,573	\$26,573	\$0	0%
District Fees-Arboretum	\$23,100	\$23,100	\$0	0%
District Fees-Intermediate	\$33,150	\$33,150	\$0	0%
District Fees-Middle School	\$42,720	\$42,720	\$0	0%
District Fees-High School	\$85,000	\$85,000	\$0	0%
District Fees-Athletics	\$198,000	\$198,000	\$0	0%
Summer School Fees	\$10,000	\$10,000	\$0	0%
District Student Fees	\$20,000	\$20,000	\$0	0%
Property Taxes	\$28,460,117	\$33,228,757	\$4,768,640	14%
Interest	\$800,000	\$800,000	\$0	0%
Tuition – OE	\$2,122,668	\$2,379,658	\$256,990	11%
Transportation Aid	\$100,000	\$100,000	\$0	0%
Equalization Aid	\$24,685,494	\$24,814,961	\$129,467	1%
Computer Aid	\$60,921	\$60,921	\$0	0%
Misc	\$25,000	\$25,000	\$0	0%
Insurance Payments Received	\$0	\$0	\$0	100%
Transportation	\$16,000	\$16,000	\$0	0%
Tuition Payments	\$8,000	\$8,000	\$0	0%
Property/Non-Capital Sales	\$7,500	\$7,500	\$0	0%
Gifts	\$0	\$0	\$0	0%
Rentals	\$60,000	\$60,000	\$0	0%
Aid for School Mental Health	\$170,000	\$170,000	\$0	0%
Payment Lieu Taxes	\$33,000	\$33,000	\$0	0%
Personal Property Aid	\$233,244	\$233,244	\$0	0%
State Categorical Aid	\$3,098,592	\$3,118,626	\$20,034	1%
Governor's Federal Funding	\$0	\$0	\$0	100%
Medicaid	\$605,000	\$605,000	\$0	0%
Premium	\$49,503	\$49,503	\$0	0%
Aidable Refund	\$75,000	\$75,000	\$0	0%
District Revenues	61,075,877	66,251,008	\$5,175,131	7.81%
Total Revenues	63,564,863	67,302,900	3,738,037	5.55%

Waunakee Community School District

Fund 10 Expenditures

	2023-2024	2024-2025	\$ Change	% Change
Expenditures:				
Personnel Costs: Salaries	\$33,041,495	\$36,920,427	\$3,878,932	12%
Personnel Costs: Benefits	\$10,812,354	\$11,785,714	\$973,360	9%
Salary & Benefits Totals	43,853,849	48,706,141	4,852,292	11%
Prairie School	\$84,880	\$84,880	\$0	0%
Prairie School Common School Funds	\$26,521	\$33,100	\$6,579	25%
Prairie School Bldg Fees	\$3,400	\$3,400	\$0	0%
Heritage School	\$92,060	\$92,060	\$0	0%
Heritage School Common School Funds	\$26,627	\$34,602	\$7,975	30%
Heritage School Bldg Fees	\$5,100	\$5,100	\$0	0%
Arboretum School	\$68,320	\$68,320	\$0	0%
Arboretum School Common School Funds	\$22,303	\$27,031	\$4,728	21%
Arboretum School Bldg Fees	\$8,200	\$8,200	\$0	0%
Intermediate School	\$112,450	\$112,450	\$0	0%
Intermediate School Common School Funds	\$32,269	\$39,044	\$6,775	21%
Intermediate School Bldg Fees	\$37,900	\$37,900	\$0	0%
Middle School	\$141,750	\$141,750	\$0	0%
Middle School Common School Funds	\$34,378	\$42,673	\$8,295	24%
Middle School Bldg Fees	\$21,400	\$21,400	\$0	0%
High School	\$482,630	\$482,630	\$0	0%
High School Common School Funds	\$66,383	\$84,471	\$18,088	27%
High School Bldg Fees	\$92,525	\$92,525	\$0	0%
Athletics	\$354,477	\$369,602	\$15,125	4%
Athletics Fees	\$38,000	\$38,000	\$0	0%
Building Totals	1,751,573	1,819,138	67,565	4%
Utilities	\$1,126,923	\$1,126,923	\$0	0%
Maintenance	\$716,990	\$716,990	\$0	0%
Maintenance Fees	\$5,000	\$5,000	\$0	100%
Capital Projects	\$0	\$0	\$0	--
Contingency Fund	\$100,000	\$100,000	\$0	0%
Energy Conservation	\$0	\$0	\$0	0%
Transportation	\$1,344,196	\$1,568,381	\$224,185	17%
Technology	\$715,329	\$715,329	\$0	0%
Technology Fees	\$3,400	\$3,400	\$0	0%
Technology Erate	\$31,200	\$0	(\$31,200)	-100%
Curriculum-Elementary Operations	\$455,382	\$455,382	\$0	0%
Curriculum-4K Program	\$873,800	\$873,800	\$0	0%
Curriculum-Secondary	\$514,029	\$514,029	\$0	0%
Curriculum-Secondary Fees	\$13,271	\$13,271	\$0	0%
Human Resources	\$54,550	\$54,550	\$0	0%
Superintendent	\$84,600	\$94,600	\$10,000	12%
Student Services-Operations	\$71,250	\$73,184	\$1,934	3%
Student Services-District	\$92,500	\$97,000	\$4,500	100%
Business Office	\$444,673	\$444,673	\$0	0%
District Wide	1,740,772	1,755,672	\$14,900	1%
Summer School	\$82,050	\$109,515	\$27,465	33%
Department Totals	8,469,915	8,721,699	251,784	3%

Waunakee Community School District

Fund 10 Expenditures (continued)

Common School Fund-District	\$6,689	\$7,069	\$380	5%
Title 1 Public Grant	\$119,550	\$87,550	-\$32,000	-37%
Title 1 Private Grant	\$4,900	\$4,900	\$0	0%
Title 2 Grant (Public)	\$51,672	\$51,672	\$0	0%
Title 2 Grant (Private)	\$7,785	\$7,785	\$0	0%
Title 3 Grant	\$16,890	\$16,890	\$0	0%
Title 4A Grant (Public)	\$8,697	\$8,697	\$0	0%
Title 4A Grant (Private)	\$1,303	\$1,303	\$0	0%
Peer Mentor Grant	\$0	\$12,500	\$12,500	--
Perkins Grant	\$25,078	\$25,078	\$0	0%
Federal Flo-Through	\$137,000	\$141,000	\$4,000	0%
ARP Homeless Children/Youth	\$7,095	\$0	-\$7,095	--
AODA Grant	\$25,000	\$25,000	\$0	0%
ESSER3	\$1,412,461	\$0	-\$1,412,461	100%
Career/Tech Ed Grant	\$73,654	\$52,202	-\$21,452	-41%
Ed. Effectiveness Grant	\$30,960	\$32,000	\$1,040	3%
Reading Readiness Grant	\$8,375	\$8,375	\$0	0%
School-Based Mental Health	\$0	\$0	\$0	0%
Mental Health Wellness Grant	\$0	\$0	\$0	0%
Grant Totals	\$1,937,109	\$482,021	(1,455,088)	-75%
Transfer to Fund 27	\$7,265,167	\$7,286,651	\$21,484	0%
Wellness Clinic	\$287,250	\$287,250	\$0	--
Other Program Totals	\$7,552,417	\$7,573,901	21,484	0%
Total Expenditures	\$63,564,863	\$67,302,900	\$3,738,037	6%
Rev-Exp	\$0	\$0	\$0	100%
Beg Fund Balance	\$6,428,153	\$8,695,445	\$2,267,292	35%
End Fund Balance	\$8,695,445	\$8,695,445	\$0	0%

Overall considerations for Fund 10:

- The budget is balanced for 2024-25.
- The budget will continue to reserve \$11,875 for parking lot/band uniform fees and \$60,000 for Warrior Stadium and the Soccer Stadium turf replacement.
- The revenue cap increase is based on an estimated September 2024 student count and a \$325/student increase.
- The per pupil aid increase of \$0/student.
- The state equalization aid estimate has been provided by the DPI on July 1.
- A general contingency of \$100,000 is included in the budget.
- The personnel budget includes an inflationary salary increase of 4.12%, advancement on the district compensations systems, a 0% increase in dental rates, a 5% increase in health insurance rates, and FTE changes as presented on the next page. Final decisions on salary increases were approved at the May board meeting.
- The 4K program budget will be adjusted based on actual enrollment in the fall of 2024.

Waunakee Community School District

Additional Positions

Building	Position	FTE
Prairie		
Heritage		
Arboretum	Social Worker	0.50
Intermediate		
Middle School	Teachers for Schedule Change	4.00
High School	Weight Room Coordinator/Supervisor (Stipend)	0.00
Special Ed	Administrative Assistant	1.00
	Special Education Coordinator	1.00
	Special Education Paraeducator	1.00
	HS Special Education Teacher	1.00
Student Services	Bilingual Counselor	1.00
	Bilingual Paraeducator	1.00
	School Nursing	0.50
	Bilingual Teacher	1.00
Athletics	Middle School Athletic Director (Stipend)	0.00
	Increased Administrative Assistant	0.50
District	Reading/Math Interventionist for Title I	1.00
	K-6 Section Reductions	(2.00)
Other Budget Requests	To Be Determined	
Total Additional Staffing		11.500
(Fund 10)		7.00
(Fund 27)		4.00
(Fund 80)		0.50

Waunakee Community School District

Fund 21

Purpose of Fund: The purpose of the Special Revenue Trust Fund 21 is to account for gifts specified by donors to be used for operating purposes.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Arboretum School	\$20,000	\$23,600	\$3,600	0%
Heritage School	\$26,500	\$27,200	\$700	3%
Prairie School	\$24,700	\$30,900	\$6,200	25%
Intermediate School	\$8,600	\$8,600	\$0	0%
Joint Elementary PTO	\$0	\$0	\$0	100%
Middle School	\$29,190	\$29,940	\$750	3%
High School-Scholarships	\$16,280	\$6,650		
High School	\$150,640	\$217,443	\$66,803	44%
Athletics	\$362,200	\$362,400	\$200	0%
Superintendent	\$0	\$0	\$0	0%
Business Office	\$30,000	\$58,000	\$28,000	93%
Maintenance	\$0	\$0	\$0	0%
Mentor	\$93,250	\$54,300	(\$38,950)	-42%
Student Services	\$0	\$0	\$0	0%
Special Education	\$41,000	\$41,000	\$0	0%
Total Revenues	\$802,360	\$860,033	\$57,673	7%
Expenditures:				
Arboretum School	\$32,000	\$32,600	\$600	2%
Heritage School	\$26,500	\$22,200	(\$4,300)	-16%
Prairie School	\$33,700	\$51,550	\$17,850	53%
Intermediate School	\$7,840	\$7,840	\$0	0%
Joint Elementary PTO	\$300	\$0	(\$300)	100%
Middle School	\$29,190	\$29,940	\$750	3%
High School - Scholarships	\$10,500	\$29,750		
High School	\$177,955	\$159,433	(\$18,522)	-10%
Athletics	\$362,200	\$399,545	\$37,345	10%
Superintendent	\$0	\$0	\$0	--
Business Office	\$30,000	\$58,000	\$28,000	93%
Maintenance	\$0	\$0	\$0	100%
Mentor	\$122,464	\$53,300	(\$69,164)	100%
Student Services	\$0	\$0	\$0	0%
Special Education	\$41,000	\$20,850	(\$20,150)	-49%
Total Expenditures	\$873,649	\$865,008	(\$8,641)	-1%
Rev – Exp:	(\$71,289)	(\$4,975)	\$66,314	--
Beg Fund Balance	\$1,129,933	\$1,241,189	\$111,256	10%
End Fund Balance	\$1,241,189	\$1,236,214	(\$4,975)	0%

Fund 21 was updated for the second draft of the budget in June.

Waunakee Community School District

Special Education Fund 27

Purpose of Fund: The purpose of the special education Fund 27 is to account for all of the special education programs and operations in the school district.

	2023-2024	2023-2024	\$ Change	% Change
Revenues:				
Federal Grant PS	\$41,610	\$58,500	\$16,890	41%
Federal Grant FT	\$877,543	\$975,048	\$97,505	11%
Grand Totals	\$919,153	\$1,033,548	\$114,395	11%
State Aid	\$2,960,265	\$3,526,368	\$566,103	19%
Transfer In Fund 10	\$7,265,167	\$7,286,651	\$21,484	0.3%
High Cost Aid	\$0	\$475,000	\$475,000	--
Medicaid	\$185,000	\$185,000	\$0	0%
Transit of State Aid	\$15,000	\$15,000	\$0	0%
Open Enrollment Tuition	\$0	\$0	\$0	0%
Aid for School Mental Health	\$0	\$0	\$0	---
Other Revenue	\$10,425,432	\$11,488,019	\$1,062,587	10%
Total Revenues	\$11,344,585	\$12,521,567	\$1,176,982	10%
Expenditures:				
Federal Grant PS	\$41,610	\$58,500	\$16,890	41%
Federal Grant FT	\$877,543	\$975,048	\$97,505	11%
Grant Totals	\$919,153	\$1,033,548	\$114,395	12%
Personnel Costs: Salaries	\$7,390,747	\$8,280,835	\$890,088	12%
Personnel Costs: Benefits	\$2,644,456	\$2,816,955	\$172,499	7%
Salary & Benefits Totals	\$10,035,203	\$11,097,790	\$1,062,587	11%
Special Ed-Operations	\$28,839	\$28,839	\$0	0%
Special Ed-District	\$166,557	\$166,557	\$0	0%
Transportation	\$185,833	\$185,833	\$0	0%
Medicaid	\$9,000	\$9,000	\$0	0%
Program Totals	\$390,229	\$390,229	\$0	0%
Total Expenditures	\$11,344,585	\$12,521,567	\$1,176,982	10%
Rev – Exp:	\$0	\$0	\$0	---
Beg Fund Balance	\$0	\$0	\$0	---
End Fund Balance	\$0	\$0	\$0	---

The personnel budget includes an inflationary salary increase of 8%, advancement on the district compensations systems, a 0% increase in dental rates, a 3% increase in health insurance rates, and FTE changes as presented on page 13.

Waunakee Community School District

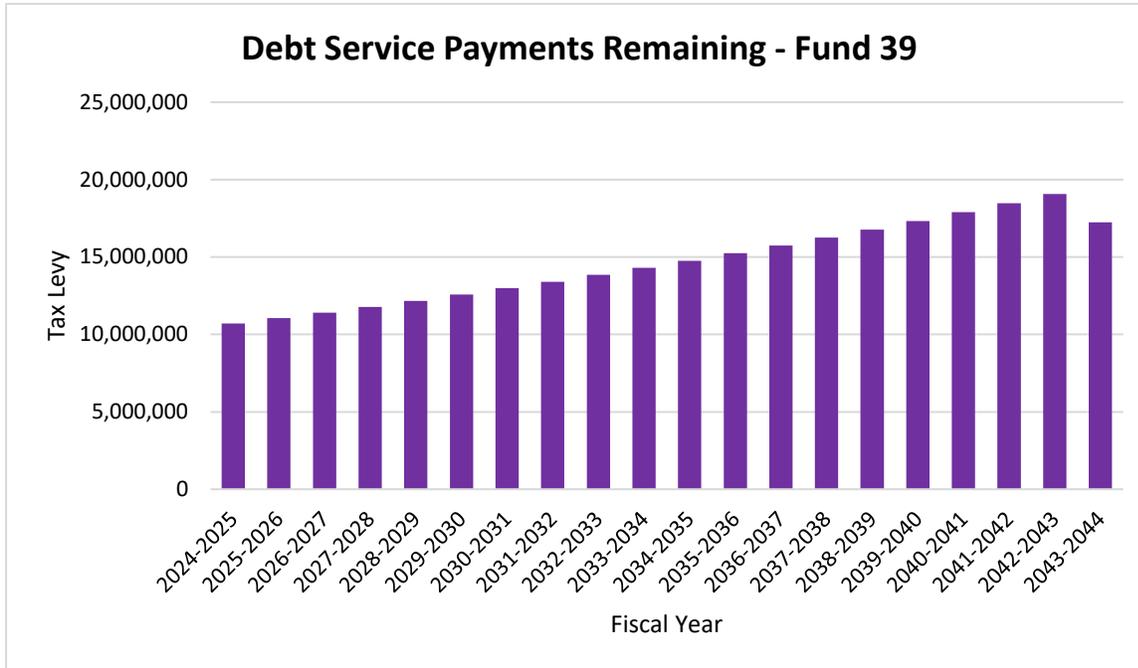
Debt Service Fund 39

Purpose of Fund: The purpose of the debt service fund 39 is to repay prior debts borrowed with authority of an approved referendum.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Premium	\$0	\$0	\$0	--
Refinancing	\$0	\$0	\$0	--
Interest Earned	\$5,000	\$5,000	\$0	0%
Property Taxes	\$12,838,301	\$10,699,681	(\$2,138,620)	-17%
Interest Rebate	\$0	\$0	\$0	--
Total Revenues:	\$12,843,301	\$10,704,681	(\$2,138,620)	-17%
Expenditures:				
Refinancing	\$0	\$0	\$0	0%
Interest Owed	\$6,004,106	\$5,847,433	(\$156,673)	-3%
Principal Owed	\$8,700,000	\$5,910,000	(\$2,790,000)	-32%
Other Debts	\$6,000	\$6,000	\$0	0%
Total Expenditures	\$14,710,106	\$11,763,433	(\$2,946,673)	-20%
Rev – Exp:	(\$1,866,805)	(\$1,058,752)	\$808,053	-43%
Beg Fund Balance	\$8,531,606	\$6,664,801	(\$1,866,805)	-22%
End Fund Balance	\$6,664,801	\$5,606,049	(\$1,058,752)	-16%

The following graph and table reflects the future tax levies (10 borrowings) in this fund. The school board has approved two bond issues related to the November 2022 referendum. Additional bond issues will be approved as the project continues. These additional bond issues have estimated interest costs added to the 2024-2025 fiscal year.

Waunakee Community School District



FISCAL YEAR	AMOUNT DUE
2024-2025	10,700,000
2025-2026	11,050,919
2026-2027	11,409,906
2027-2028	11,782,181
2028-2029	12,165,891
2029-2030	12,565,394
2030-2031	12,978,238
2031-2032	13,405,813
2032-2033	13,843,075
2033-2034	14,294,544
2034-2035	14,760,788
2035-2036	15,241,363
2036-2037	15,737,269
2037-2038	16,247,894
2038-2039	16,776,269
2039-2040	17,320,344
2040-2041	17,887,888
2041-2042	18,471,569
2042-2043	19,072,627
2043-2044	17,245,813
TOTAL DUE	\$292,957,785

The amount due includes estimates based on the most recent financial plan. Only a portion of the November 2022 capital referendum has been borrowed long-term.

Waunakee Community School District

Capital Expansion Fund 41

Purpose of Fund: The purpose of the capital expansion fund 41 is to account for capital expenditures related to buildings and sites.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Property Taxes	\$0	\$0	\$0	0%
Interest	\$0	\$0	\$0	100%
Total Revenues	\$0	\$0	\$0	0%
Expenditures:				
Maintenance Projects	\$194,046	\$0	(\$194,046)	-100%
Total Expenditures	\$194,046	\$0	(\$194,046)	--
Rev – Exp:	(194,046.00)	0.00	194,046	-100%
Beg Fund Balance	194,046	0	(194,046)	-100%
End Fund Balance	\$0	\$0	\$0	0%

Capital expansion fund 41 was no longer utilized, starting with the 2023-24 school year. The facility committee approved the final fund 41 projects in early 2023. There were a few projects that carried across from the 22-23 fiscal year.

Waunakee Community School District

Capital Projects Fund 49

Purpose of Fund: The purpose of the capital projects fund 49 is to account for referendum approved capital expenditures related to buildings and sites. The November 2022 capital referendum question of \$175 million is accounted for in this fund.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Bond Proceeds	\$110,000,000	\$66,020,000	(\$43,980,000)	0%
Interest	\$3,000,000	\$4,000,000	\$1,000,000	33%
Total Revenues	\$113,000,000	\$70,020,000	(\$42,980,000)	-38%
Expenditures:				
Heritage Elementary	\$55,000,000	\$7,500,000	(\$47,500,000)	100%
Middle School	\$5,000,000	\$50,000,000	\$45,000,000	100%
HS/TLC/District	\$1,000,000	\$4,000,000	\$3,000,000	100%
Districtwide Maintenance	\$3,000,000	\$5,000,000	\$2,000,000	100%
Total Expenditures	\$64,000,000	\$66,500,000	\$2,500,000	--
Rev – Exp:	49,000,000.00	3,520,000	(45,480,000)	-93%
Beg Fund Balance	0	101,487,266	101,487,266	--
End Fund Balance	\$101,487,266	\$105,007,266	\$56,007,266	3%

The \$110,000,000 in 2024 will be a 2023-24 budget revision. The first draft of the budget has been updated to reflect the anticipated expenditures for the new Heritage Elementary, new Middle School, and other districtwide projects.

Waunakee Community School District

Food Service Fund 50

Purpose of Fund: The purpose of the food service fund 50 is to account for the food service program.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Milk Sales	\$78,558	\$77,288	(\$1,270)	-2%
Ala-Carte Sales	\$1,307,822	\$1,077,040	(\$230,782)	-18%
Lunch Sales-Students	\$1,069,130	\$1,195,100	\$125,970	12%
Lunch Sales-Adults	\$5,780	\$17,850	\$12,070	209%
Lunch-Dane County	\$139,825	\$141,000	\$1,175	1%
Catering	\$72,537	\$68,000	(\$4,537)	-6%
Breakfast Sales	\$15,598	\$28,858	\$13,261	85%
Madison Country Day	\$157,383	\$216,410	\$59,027	100%
Westside Christian	\$83,867	\$80,661	(\$3,206)	200%
Total Revenues	\$2,930,500	\$2,902,207	(\$28,293)	-1%
Expenditures:				
Contracted Services	\$1,199,938	\$1,214,618	\$14,680	1%
Food Purchase	\$1,464,560	\$1,444,198	(\$20,362)	-1%
Other Supplies	\$117,937	\$103,071	(\$14,866)	-13%
Equipment Purchase	\$25,000	\$25,000	\$0	0%
Software/Tech Costs	\$60,000	\$60,000	\$0	0%
Personnel Costs	\$40,000	\$40,000	\$0	0%
Total Expenditures	\$2,907,435	\$2,886,887	(\$20,548)	-1%
Rev-Exp:	\$23,064	\$15,320	(\$7,744)	--
Beg Fund Balance	\$0	\$0	\$0	--
End Fund Balance	\$0	\$15,320	\$15,320	--

The food service program is contracted out to Taher, Inc. The Dane County lunch program provides meals to community members and the revenue is received from the Dane County Department of Health and Human Services. The Madison Country Day/Westside Christian School programs provide meals to private schools.

This budget was updated for the second draft of the budget in June.

Waunakee Community School District

Employee Benefit Trust Fund 73

Purpose of Fund: The purpose of the employee benefit trust fund 73 is to account for formally established benefit pension plans, defined contribution plans, or employee benefit plans.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Interest – AUL Trust	\$30,000	\$30,000	\$0	0%
Interest – HRA Trust	\$250,000	\$250,000	\$0	0%
Employer Contributions - AUL	\$0	\$0	\$0	100%
Employee Contributions – AUL	\$7,000	\$7,000	\$0	0%
Employer Contributions – HRA	\$490,000	\$490,000	\$0	0%
Employee Contributions – HRA	\$0	\$0	\$0	--
Total Revenues	\$777,000	\$777,000	\$0	0%
Expenditures:				
Disbursements – AUL	\$600,000	\$600,000	\$0	0%
Disbursements – HRA	\$450,000	\$450,000	\$0	--
Disbursements - Implicit Rate	\$76,000	\$76,000	\$0	0%
Total Expenditures	\$1,126,000	\$1,126,000	\$0	0%
Rev – Exp:	(\$349,000)	(\$349,000)	\$0	0%
Beg Fund	\$7,634,984	\$8,521,126	\$886,142	12%
End Fund	\$8,521,126	\$8,172,126	(\$349,000)	-4%

This budget will be updated in the final draft of the budget based on the final retirement benefits for the 2023-2024 retirees. The annual district contribution to the Fund 73 trust fund has been placed on hold until further discussion with the budget committee.

Waunakee Community School District

Community Service Fund 80

Purpose of Fund: The purpose of the community service fund 80 is to account for community activities such as adult education, recreation, athletic camps, and other related community programs.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
Property Taxes	\$394,500	\$575,000	\$180,500	46%
Athletic Camps	\$0	\$0	\$0	--
Community Ed	\$17,000	\$17,000	\$0	0%
Summer School Camps	\$1,200	\$1,200	\$0	0%
Middle School Athletics	\$15,500	\$15,500	\$0	0%
Community Ed/Swim	\$45,000	\$45,000	\$0	0%
WCCC Grant	\$125,000	\$125,000	\$0	0%
Warrior Media	\$5,000	\$15,000	\$10,000	100%
Total Revenues	\$603,200	\$793,700	\$190,500	32%
Expenditures:				
Community Education	\$70,000	\$30,000	(\$40,000)	-57%
Communications	\$30,000	\$30,000	\$0	100%
Athletic Camps	\$0	\$0	\$0	--
Middle School Clubs/Orgs	\$0	\$100,000	\$100,000	--
Middle School Athletics	\$135,000	\$195,000	\$60,000	44%
Community Ed/Swim	\$160,000	\$160,000	\$0	0%
Maintenance	\$10,000	\$50,000	\$40,000	400%
Public Safety	\$90,000	\$100,000	\$10,000	11%
Police Liaison Officer	\$40,000	\$40,000	\$0	0%
Summer School Camps	\$1,200	\$1,200	\$0	0%
Workers Compensation	\$2,000	\$2,000	\$0	0%
WCCC Grant	\$125,000	\$125,000	\$0	0%
Warrior Media	\$110,000	\$130,000	\$20,000	100%
Total Expenditures	\$773,200	\$963,200	\$190,000	25%
Rev – Exp:	(\$170,000)	(\$169,500)	\$500	--
Beg Fund Balance	\$473,122	\$324,265	(\$148,857)	-31%
End Fund Balance	\$324,265	\$154,765	(\$169,500)	-52%

A community service fund tax levy covers the administrative costs of the community education program and other costs such as custodial, maintenance, public safety, middle school athletics, Waunakee Community Cares Coalition Grant, and personnel costs not charged to the community through user fees. New for 2024-25: Middle School clubs and organizations have been opened up to the entire community. Middle School athletics have been increased to reflect an athletic director stipend/part time administrative assistant.

The budget has been updated for the third draft of the budget in July.

Waunakee Community School District

Other Cooperative Fund 99

Purpose of Fund: The purpose of the other cooperative fund 99 is to account for cooperative fiscal agreements made between school districts.

	2023-2024	2024-2025	\$ Change	% Change
Revenues:				
DCNTP	\$187,416	\$202,463	\$15,047	8%
Mentor Grants	\$0	\$0	\$0	---
Total Revenues	\$187,416	\$202,463	\$15,047	8%
Expenditures:				
DCNTP	\$187,416	\$202,463	\$15,047	8%
Mentor Grants	\$0	\$0	\$0	---
Total Expenditures	\$187,416	\$202,463	\$15,047	8%
Rev – Exp:	\$0	\$0	\$0	---
Beg Fund Balance	\$0	\$0	\$0	---
End Fund Balance	\$0	\$0	\$0	---

The Dane County New Teacher project is accounted for in this fund. This project is the new teacher mentoring program with 14 participating districts. Each district pays a share of the total costs of this program. The budget was updated for the second draft of the budget in June.



Energy Data-as-a-Service from CLOCworks, Inc.
 "Our Knowledge Will Save You Power!"

1050 Regent Street, Suite 201 | Madison, WI 53715

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This Software as a Service Subscription Agreement (the "**Agreement**") is entered into as of _____ (the "**Effective Date**") by and between CLOCworks Inc., a Wisconsin corporation, having its principal place of business at 1050 Regent STE 201, Madison, Wisconsin 53715 ("**CLOCworks**"), and the entity identified below ("**Customer**"). Each of CLOCworks and Customer is, a "**Party**", and together, the "**Parties**."

CLOCworks Information			
Account Executive:	Jim Koeppe	Email:	jimk@datawrangler.us

Customer Information			
Customer:	Waunakee School District		
Address:		Billing Address:	
Operations Contact Name:		Billing Contact Name:	
Email:		Billing Email:	
Telephone Number:		Billing Telephone Number:	
IT Contact and Email:		Purchase order (y/n)	

This Agreement consists of this cover page and the Initial Order Form (including any exhibits or schedules attached thereto) and [Terms and Conditions](#), each of which are attached hereto, as well as any other Order Forms entered into hereunder, all of which are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date set forth above.

Waunakee School District	CLOCworks, Inc.
Signature:	Signature:
Print Name:	Print Name: Jim Koeppe
Title:	Title: President
Date:	Date:

INITIAL ORDER FORM

This Initial Order Form is entered into as of the Effective Date and is incorporated as part of the Agreement between CLOCworks and Customer. In the event of a conflict between this Initial Order Form and the Terms and Conditions, this Initial Order Form shall take precedence.

CLOCworks Solutions	Description	Number of Buildings	Term (Years)	Monthly License Fee
CLOCworks EDaaS Application	<p>CLOCworks provides Customer ongoing monthly:</p> <ul style="list-style-type: none"> • Submeter electrical data for “electrical footprint” of building operations • Analysis of building electrical usage data, with electric utility bills, outside weather, and other external information to provide insights to Customer on how to save energy, reduce peak demand charges, and lower carbon footprint while improving efficiency. • Reports that summarize improvements, cost savings, and future recommendations. • Unlimited Data Wrangler Energy Portal Access • Power Outage Notifications* 	6	3-month trial period	<p>\$4,800</p> <p>\$2,500</p> <p>Bundled, Discounted Price</p>
CLOCworks Monthly License Fee Total (USD, Taxes not Included):				\$2,500

CLOCworks Solutions	Description	Number of Buildings	Term (years)	Monthly License Fee
CLOCworks EDaaS Application	<p>CLOCworks provides Customer ongoing monthly:</p> <ul style="list-style-type: none"> • Electrical sub metering and detailed monthly reports for kitchen and food service related electricity expenses • Monthly food service electricity reports can be turned on/off with 30 day written notice (email acceptable). 	6	3 Initially to be off, until needed	<p>\$1,800</p> <p>\$1,400</p> <p>Bundled Discount</p>

CLOCworks Solutions	Description	Number of Buildings	Term (years)	Monthly License Fee
CLOCworks EDaaS Application	<p>CLOCworks provides Customer ongoing monthly:</p> <ul style="list-style-type: none"> • Electrical sub metering and detailed monthly reports for 3rd party facility usage electricity costs 	6	3 Initially to be off until needed	<p>\$1,800</p> <p>\$1,400</p> <p>Bundled Discount</p>

CLOCworks Solutions	Description	Number of Buildings	Term (years)	Monthly License Fee
CLOCworks EDaaS Application	<p>CLOCworks provides Customer ongoing monthly:</p> <ul style="list-style-type: none"> • Solar Production and Bill Savings Reports 	2	3 Initially to be off until needed	<p>\$1,000</p> <p>\$500</p> <p>Bundled Discount</p>

* Notifications to include District Office in addition to other school buildings

Products and Services	Description
Electrical Submeters, Onsite gateway, probes and cables, Warrantied install	14 x DENT PowerScout 3 HD on the Main Services with (42) 2000A CT's ML100G-52 Industrial Fanless Intel with Dual LAN Warrantied professional install
CLOCworks Install and Data Integration Services	1. Integrate electrical metering data access to CLOCworks platform 2. Network Configuration (IP addresses, device connectivity, connection to CLOCworks)

Install Locations	Fee
Waunakee High School – Meter # 5400000501 & 502 Waunakee Intermediate School – Meter # 5400004712 Waunakee Community Middle School – Meter # 5400000485 Prairie Elementary School – Meter # 5400004630 Arboretum Elementary School – Meter # 5400004613 Heritage New School – Meter # TBD Waunakee District Office – Meter # 5400004668	Covered by previously approved meter install with Westphal Electric
Total CLOCworks Install Price (USD, Taxes not Included):	-----

High School

- 2 x 3HD, with 2 x 3 RO Coils (Main Services) UPS/USB Cables
- 1 x 3HD, with 3 x Hinge CTs (Genset Critical Load Side) UPS/USB Cables
- 1 Edge Box

Intermediate School

- 1 x 3HD, with 1 x 3 RO (Main Service) UPS/USB Cables
- 1 x 3HD, with 1 x 3 Hinge CTs (Genset Critical Load Side) UPS/USB Cables

Middle School

- 1 x 3HD, with 1 x 3 RO Coils (Main Service) UPS/USB Cables

Arboretum Elementary School

- 1 x 3HD, with 1 x 3 RO (Main Service) UPS/USB Cables
- 1 x 3HD, with 1 x 3 Hinge CTs (Genset Critical Load Side) UPS/USB Cables

Prairie Elementary School

- 1 x 3HD, with 1 x 3 RO (Main Service) UPS/USB Cables
- 1 x 3HD, with 1 x 3 Hinge CTs (Genset Critical Load Side) UPS/USB Cables

Heritage New School

- 1 x 3HD, with 1 x 3 RO (Main Service) UPS/USB Cables
- 1 x 3HD, with 1 x 3 Hinge CTs (Genset Critical Load Side) UPS/USB Cables

District Office (Future)

1 x 3HD, with 1 x 3 RO (Main Service) UPS/USB Cables

1 x 3HD, with 1 x 3 Hinge CTs (Genset Critical Load Side) UPS/USB Cables

Summary BOM – CLOCworks to provide

14 x 3HD meters and 42 x CTs

14 UPS

14 USB Cables

1 Edge Box (Data Relay and Notification Server)

1. **Term:** The initial term of this Initial Order Form shall commence on the Effective Date and continue up to and through the period of time set forth above (the "Initial Term"). The Initial Order, except for the Third-Party Products and Professional Services, will automatically renew for additional successive thirty-six (36) month term unless either Party gives the other Party written notice of non-renewal within 30 days after the 3-month initial term expires.
2. **Report Frequency:** A CLOCworks Report will be delivered to Customer every month during the term of this Order Form starting after the first electric utility billing cycle following completion of the system install.
3. **Required Customer Data:** Monthly and all historical electric and gas bills, real-time and historical electrical submetering data, HVAC operational data, monitoring and control access to any onsite electrical generation and energy storage devices, other relevant data and controls to be agreed upon by Customer and CLOCworks.
4. **Building Locations:**
 - Waunakee High School – Meter # 5400000501 & 502
 - Waunakee Intermediate School – Meter # 5400004712
 - Waunakee Community Middle School – Meter # 5400000485
 - Prairie Elementary School – Meter # 5400004630
 - Arboretum Elementary School – Meter # 5400004613
 - Heritage New School – Meter # TBD
 - Waunakee District Office – Meter # 5400004668
5. **Fees & Payment:** CLOCworks shall invoice Customer for the one-time installation fee after the installation is complete with net 30-day payment terms. CLOCworks shall invoice Customer for ongoing Monthly License Fee one month after the installation is completed following delivery of the first monthly report through the end of the contract term. If Customer fails to make any payment when due, without limiting CLOCworks' other rights and remedies: (i) CLOCworks may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law.
6. **Future Hardware Integration:** Any new equipment installs and control integrations with CLOCworks solutions beyond the one-time installation will be treated under a separate contract between CLOCworks and the Customer.
7. **Additional Reporting Services:** Custom reports beyond CLOCworks standard monthly reporting services will be subject to transactional fees. Monthly food service electricity reports can be turned on/off with 30 day written notice (email acceptable).

I. Customer Obligations.

A. Energy Invoices. Customer agrees to provide all pertinent energy invoices to CLOCworks within five (5) days of Customer's receipt of such invoices from the energy provider. (CLOCworks will set up automated access to gather energy invoices for the Customer)

B. Customer Building Data. In accordance with Section of the Terms and Conditions, Customer agrees to provide CLOCworks continuous access to Building data. Customer will maintain ethernet connection to CLOCworks equipment in electrical rooms.

C. Customer Operator Meetings. Customer shall provide access to facility operators for monthly meetings with CLOCworks data analytics team to review monthly reported savings and collaborate on additional savings and optimization opportunities

*****End of Initial Order Form****

Minutes of Facility Committee Meeting

The Board of Education Waunakee Community School District

A Facility Committee Meeting of the Board of Education of Waunakee Community School District was held Friday, June 28, 2024, beginning at 7:30 AM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

I. CALL TO ORDER

Chairperson Ensign called the meeting to order at 7:31AM.

II. ROLL CALL

Present: Ensign, Heinemann, Engebretson (subbing for Frey)

Also present: Guttenberg, Summers, Bauer (WCSD Maintenance), Jay Thomsen (Vogel Brothers), Adam Griep (Vogel Brothers)

III. APPROVE AGENDA

A motion was made by Heinemann, second by Engebretson, to approve the agenda as posted. Motion carried 3-0.

IV. PUBLIC COMMENTS – There were no public comments for this meeting.

V. HERITAGE ELEMENTARY SCHOOL

Summers presented and answered questions regarding an update on the schedule and finances for the Heritage Elementary School project. This update included a financial report related to contingency funds and change orders, the project schedule and the site traffic flow that is under review.

VI. HIGH SCHOOL/BETHEL CIRCLE PROJECTS

Summers presented and answered questions regarding an update on the schedule and finances for the High School/Bethel Circle projects. These projects are being managed together by the same Vogel and EUA team. The district was required to process two change orders at Bethel Circle to meet Village requirements for the parking lot and dumpster enclosures. Several change orders have been approved by district administration for the high school project.

VII. NEW MIDDLE SCHOOL

Jay Thomsen and Adam Griep from Vogel Brothers presented and answered questions regarding the Middle School subcontractor bids and the value engineering process reviewed by all construction partners. A motion was made by Heinemann, second by Ensign, to recommend that the full board consider the subcontractor bids as presented. Motion carried 2-0 (Engebretson stepped out for a moment.)

VIII. CONSIDERATION OF CAPITAL PROJECTS

Summers presented and answered questions regarding an update on capital projects, and request consideration of additional projects for districtwide capital maintenance.

Summers specifically review the recent storm damage and repairs at the high school pool roof area, middle school fieldhouse, and Arboretum second grade neighborhood.

A motion was made by Heinemann, second by Engebretson, to recommend that the full board consider the updated Capital Projects as presented. Motion carried 3-0.

IX. **FUTURE MEETINGS** - NA

X. **ADJOURN**

A motion was made by Engebretson, second by Heinemann, to adjourn the meeting at 8:21AM. Motion carried 3-0.

Flooring (Carpeting & RF)						
WCSD - New Middle School						
Date: 6/28/24						
		Sergenians	Coyle	H&R Carpets	VBBC Budget	Difference
Company	BID					
	Flooring (Carpet & RF)	\$ 1,140,989	\$ 1,205,990	Declined to Bid	\$ 1,121,750	\$ 19,239
						52

Acoustic Ceilings & Panels							
WCSD - New Middle School							
Date: 6/28/24							
			Central Ceilings	Advantage Acoustic	PCI Austad	VBBC Budget	Difference
Company	BID						
Acoustic Ceilings and Panels			\$ 1,349,032	\$ 1,456,751	\$ 1,510,100	\$ 1,422,200	\$ (73,168)

53

Foodservice Equipment								
WCSD - New Middle School								
Date: 6/28/24								
	Company	Kavanaugh	Kessenichs	Boetler	Stafford-Smith		VBBC Budget	Difference
	BID							
	Foodservice Equipment	\$ 652,393	\$ 715,895	\$ 715,931	\$ 882,603		\$ 750,000	\$ (97,607) ⁵⁴

Date: 6/28/24		WCSD New Middle School: 501 South Street Waunakee, WI 53597			
Specification:	Description of Work:	Supplier/Subcontractor:	Low Bid	Budget	Over/Under
074213	Metal Wall Panels	MUZA	\$ 1,815,172	\$ 1,865,000	(\$49,828)
093000	Ceramic Tile	Resch's Tile	\$ 394,500	\$ 469,200	(\$74,700)
096816	Flooring (Carpet & Resilient)	Sergenians	\$ 1,140,989	\$ 1,121,750	\$19,239
083613	Overhead Sectional Doors	Garage Door Express	\$ 102,394	\$ 89,000	\$13,394
095100	Acoustic Ceilings & Panels	Central Ceilings	\$ 1,349,032	\$ 1,422,200	(\$73,168)
105113	Metal & PLAM Lockers	Marz & Associates	\$ 406,126	\$ 441,137	(\$35,011)
114000	Foodservice Equipment	Kavanaugh	\$ 652,393	\$ 750,000	(\$97,607)
116623	Gymnasium Equipment	Specialty Closures	\$ 213,985	\$ 207,500	\$6,485
126613	Telescoping Bleachers	Goodson	\$ 138,000	\$ 165,000	(\$27,000)
142400	Hydraulic Elevators	OTIS	\$ 218,000	\$ 250,000	(\$32,000)
028650	Athletic Track Resurfacing	AFS	\$ 133,000	\$ -	\$133,000



WCS District Maintenance Work Tracking Summary

6/28/2024

MAINTENANCE BUDGET

11/4/2022	Total amount budgeted in referendum	\$ 6,395,000
11/4/2022	Bleacher Extension Referendum Amount	\$ 500,000
6/5/2024	Approved projects amount to date	\$ (12,720,816)
12/22/2023	Funds allocated from contingency or interest	\$ 1,120,000
12/22/2023	Funds allocated from interest	\$ 5,000,000
TOTAL FUNDS AVAILABLE		\$ 294,184

APPROVED (BY BOARD) PROJECTS

Date	Description	Location	Bid Amount
3/13/2023	Warrior Stadium track replacement, bleacher expansion and related improvements	High	\$ 1,300,000
APPROVED AT 4/10/2023 BOARD MEETING			
4/10/2023	Roof replacement - entire roof	Middle	\$ 631,000
4/10/2023	Redo TLC Roof*	High	\$ 46,300
4/10/2023	Freight Elevator Security *	High	\$ 10,132
APPROVED AT 4/10/2023 BOARD MEETING			
5/1/2023	Emergency Roof Repairs (NORTHERN)	District	\$ 40,000
5/1/2023	Emergency HVAC Repairs (NAMI)	District	\$ 25,000
5/1/2023	Emergency Plumbing Repairs (HOOPER)	District	\$ 25,000
5/1/2023	Emergency Electrical Repairs (GLOBALCOM/WESTPHAL)	District	\$ 25,000
5/1/2023	Replace Walking Path near Century Avenue and Community Drive	District	\$ 33,453
5/1/2023	Safety Film on all doors	District	\$ 46,374
5/1/2023	Low Driveway Inlet * (SOUTH CENTRAL CONTRACTING)	Prairie	\$ 2,842
5/1/2023	(2) Card Readers	Prairie	\$ 13,099
5/1/2023	(4) Magnetic Door Holders	Prairie	\$ 13,270
5/1/2023	Asphalt Under Gaga Pits * (WOLF PAVING)	Arboretum	\$ 19,741
5/1/2023	Broken Curb Inlet Hole/Culvert * (SOUTH CENTRAL CONTRACTING)	Arboretum	\$ 7,000
5/1/2023	4 Card Readers & at Double Doors by Office * (GLOBALCOM)	Arboretum	\$ 13,099
5/1/2023	(8) Magnetic Door Holders to isolate sections of building during lockdown *	Arboretum	\$ 26,539
5/1/2023	8 Magnetic Door Holders for securing pods during lockdown *	Intermediate	\$ 26,539
5/1/2023	Classroom 131 Window *	Middle	\$ 10,940
5/1/2023	Door 1 Entrance Stair Treads *	Middle	\$ 21,900
5/1/2023	Door 1, 10 Walkway Concrete Replacement	Middle	\$ 29,860
5/1/2023	Sidewalk Repair * (Confirmed split cost with Village)	Middle	\$ 20,000
5/1/2023	High School Bus Loop Sidewalk Ramp Replacement	High	\$ 4,950
5/1/2023	16 Lockable Restrooms *	High	\$ 6,553
5/1/2023	Room 1433, 1411, 1501 Carpet	High	\$ 13,290
5/1/2023	4 Card Readers at front office, other locations	High	\$ 16,000
5/1/2023	Repair dust collector in Woodshop	High	\$ 4,711
5/1/2023	High School CO2 Tank Pad and Fencing	High	\$ 9,902
5/1/2023	Front Door Canopy	District Office	\$ 6,303
5/1/2023	Air Handling Unit 05 Replacement	High	\$ 300,000
5/1/2023	Replacement of Chiller CH002 - includes upgrade to 350-ton	High	\$ 515,000
5/1/2023	Replacement of Chiller CH001	High	\$ 200,000
APPROVED AT 5/1/2023 BOARD MEETING			
6/12/2023	Middle School Fire Safety Project	Middle	\$ 36,859
6/12/2023	Prairie Elementary Remodeling Proposal	Prairie	\$ 82,832
APPROVED AT 6/12/2023 BOARD MEETING			
7/10/2023	Parking lot landscaping repair	Intermediate	\$ 9,970
7/10/2023	Trees and light-blocking material for fence @ Warrior Stadium	High	\$ 17,200
7/10/2023	Playground playmat chips	AES, PES, IS	\$ 12,266
7/10/2023	Parking lot striping and minor repairs	All lots except HES, Bethel	\$ 25,159
7/10/2023	Special education restroom remodel	Middle	\$ 11,000
7/10/2023	Sentronic Closers	AES, PES, IS	\$ 16,798
7/10/2023	WIS Security System Install	Intermediate	\$ 1,020
7/10/2023	Eaves, Troughs & Downspouts - North side	High	\$ 19,728
7/10/2023	Pool bleacher repair	High	\$ 1,050

7/10/2023	Flag pole repair	Intermediate	\$	3,410
APPROVED AT 7/10/2023 BOARD MEETING				
8/14/2023	Dishwasher Replacement	Middle	\$	29,430
8/14/2023	Softball Field Lights	High School	\$	175,000
APPROVED AT 8/14/2023 BOARD MEETING				
9/11/2023	High School Signage	High School	\$	21,500
APPROVED AT 9/11/2023 BOARD MEETING				
10/9/2023	Special Education Room Project	Middle	\$	29,036
APPROVED AT 10/9/2023 BOARD MEETING				
12/11/2023	Replace non working water softener (19 yrs old)	Arboretum	\$	5,588
12/11/2023	Bleacher repairs	Arboretum	\$	2,472
12/11/2023	Repair water heater 1	High	\$	6,050
12/11/2023	Old gym bleacher repairs	High	\$	2,459
12/11/2023	Main gym bleacher repairs	High	\$	4,780
12/11/2023	Discus throwing area concrete	High	\$	16,500
12/11/2023	Bleacher repairs	Intermediate	\$	2,950
12/11/2023	Bleacher repairs	Middle	\$	3,858
12/11/2023	Installation of closed loop filtration equipment	Middle	\$	3,169
12/11/2023	Bleacher repairs	Prairie	\$	2,472
12/11/2023	UPS circuit additions (to prevent power outage problems)	Prairie	\$	4,310
12/11/2023	Replace 5 radio system UPS systems	District	\$	8,635
12/11/2023	JOHN DEERE 60 Heavy-Duty Rotary Broom	District	\$	5,600
12/11/2023	Skid Loader Pallet forks	District	\$	1,100
12/11/2023	EcoStruxure Transition Over New Hardware (Front End Only)	Arboretum	\$	32,000
12/11/2023	EcoStruxure Transition Over New Hardware (Front End Only)	Prairie	\$	50,200
12/11/2023	EcoStruxure Transition Over New Hardware (Front End Only)	High School	\$	96,000
12/11/2023	EcoStruxure Transition Over New Hardware (Front End Only)	Intermediate	\$	32,000
12/11/2023	EcoStruxure Transition Over New Hardware (Front End Only)	Middle	\$	46,600
APPROVED AT 12/22/2023 BOARD MEETING				
1/8/2024	Bleacher Boss - Power Assist Unit	Athletics	\$	4,900
1/8/2024	Robotic Athletic Field Painter	Athletics	\$	29,700
1/8/2024	Water Reel with Booster	Grounds	\$	14,000
1/8/2024	Robotic Mowers	Grounds	\$	22,000
1/8/2024	John Deere 1575 tractor (includes snow blower and broom)	Grounds	\$	55,600
1/8/2024	Fork Lift	Maintenance	\$	50,000
APPROVED AT 1/8/2024 BOARD MEETING				
2/12/2024	Brush and snow blower attachments	District	\$	11,600
2/12/2024	Resurface all gym floors in district	District	\$	24,668
2/12/2024	Wood chips for school playgrounds	District	\$	14,500
2/12/2024	Signature Choral Risers - 4 Tier	District	\$	16,590
2/12/2024	Power outage monitoring electrical meter	District	\$	88,600
2/12/2024	SRP card for each classroom	District		
2/12/2024	Outside bollard lights need to be updated with LED (20 total)	Arboretum	\$	82,449
2/12/2024	Add card reader to rear entrance of front office	Arboretum	\$	4,000
2/12/2024	Front entrance - exterior stain	Arboretum	\$	2,569
2/12/2024	Carpet - remaining rooms 1st and 2nd floor	Arboretum	\$	87,000
2/12/2024	Doors 9 gym, door 11, door 12 (6 total doors)	Arboretum	\$	37,354
2/12/2024	Cracked tile replacement (various areas)	Arboretum	\$	5,000
2/12/2024	Landscaping around building	Arboretum	\$	70,000
2/12/2024	Playground sun shades	Arboretum	\$	18,288
2/12/2024	198 Boiler room (penthouse) roof walls	High	\$	73,000
2/12/2024	Bleachers, Portable	High	\$	47,500
2/12/2024	Furnish and install 2 new windows for baseball press box	High	\$	20,500
2/12/2024	Furnish and install 3 new windows for football press box	High	\$	10,280
2/12/2024	Furnish and install 2 new windows for soccer press box	High	\$	20,500
2/12/2024	Varsity SoGball Field batting cages/audio/backstop	High		
2/12/2024	Card readers in shipping/receiving area	High	\$	9,395
2/12/2024	Door 1 storefront	High	\$	33,000
2/12/2024	Door 18 security	High	\$	934
2/12/2024	John Deere tractor plus attachments	High	\$	52,200
2/12/2024	Fix joint bump in the floor	Intermediate	\$	1,843
2/12/2024	Wallpaper Graphics	Intermediate	\$	55,391
2/12/2024	Gymnasium electronic closers	Intermediate	\$	8,352

2/12/2024	Solar PV expansion	Intermediate	\$	498,982
2/12/2024	Slow gym curtain	Intermediate	\$	4,177
2/12/2024	Whiteboards from old HES	Intermediate	\$	21,900
2/12/2024	Classroom carpeting rooms 136, 110, 223, 239	Middle	\$	19,000
2/12/2024	Door 7 replace stairway treads	Middle	\$	26,300
2/12/2024	Carpet landings - doors 5, 6	Middle	\$	9,000
2/12/2024	Rider floor scrubber - 30" (Trident R30-HIL56009)	Prairie	\$	17,837
2/12/2024	Add card reader to rear entrance of front office	Prairie	\$	4,000
2/12/2024	Concrete work on Sidewalks	Prairie	\$	49,030
2/12/2024	Add privacy panels in restrooms	Prairie	\$	2,730
2/12/2024	Play ground shade canopy	Prairie	\$	1,600
2/12/2024	Acoustical panels for cafeteria	Prairie	\$	14,484
2/12/2024	Replace carpet	Prairie	\$	32,000
2/12/2024	Downspout sink hole	Prairie	\$	3,287
2/12/2024	Move old hoops at existing Heritage & install at Prairie	Prairie	\$	15,275
2/12/2024	Waunakee Softball Upgrades	District	\$	325,000
APPROVED AT 2/12/2024 BOARD MEETING				\$ 1,840,115
3/5/2024	Items from Maintenance list in Vogel Bros. High School Scope of work	High	\$	3,503,800
3/5/2024	Concrete lip at door 2	Arboretum	\$	1,200
3/5/2024	District mechanic tools and tool box	District	\$	22,000
3/5/2024	Project management services for generator installation project	District	\$	5,400
3/5/2024	LED upgrades and lighting controls additions	High	\$	1,440,850
3/5/2024	Carpeting in (17) classrooms	High	\$	95,000
3/5/2024	Boiler closed loop filtration equipment	High	\$	3,186
3/5/2024	JV Softball press box wood stairs w/ composite deck board at treads, risers, and landings	High	\$	14,389
3/5/2024	Varsity baseball press box wood stairs w/ composite deck board at treads, risers, and landings	High	\$	17,314
3/5/2024	Varsity soccer press box wood stairs w/ composite deck board at treads, risers, and landings	High	\$	17,314
3/5/2024	Varsity football press wood stairs w/ composite deck board at treads, risers, and landings	High	\$	22,484
3/5/2024	Clock/Bell/PA (InformaCast Fusion IP Speaker Endpoint Add-On for WHS)	High	\$	826,011
3/5/2024	Video cameras	High	\$	115,000
3/5/2024	Fieldhouse projector and audio	High	\$	65,000
3/5/2024	Audio upgrade for the Commons and Cave	High	\$	15,000
3/5/2024	New basketball hoop controls (old gym)	High	\$	6,900
3/5/2024	Painting of field house and logos	High	\$	37,000
3/5/2024	Furnish & install new floor traction power operation for field house bleachers	High	\$	36,356
3/5/2024	Varsity baseball shed and press box	High	\$	10,000
3/5/2024	Replace fieldhouse backboard motors	High	\$	20,000
3/5/2024	Fieldhouse mid-court curtain and motor	High	\$	25,000
3/5/2024	Replace wall mounted basketball structure and hoops	Prairie	\$	66,500
3/5/2024	Boiler closed loop filtration equipment	Prairie	\$	3,186
3/5/2024	Energy efficiency audit	Prairie	\$	3,060
3/5/2024	Gymnasium audio system	Prairie	\$	30,000
APPROVED AT 3/11/2024 BOARD MEETING				\$ 6,401,950
4/8/2024	Postpone Items from Maintenance list in Vogel Bros. High School Scope of work	High	\$	(740,000)
4/8/2024	Postpone - LED upgrades and lighting controls additions	High	\$	(1,440,850)
4/8/2024	Rack-it drying & storage for art class	Arboretum	\$	2,739
4/8/2024	Reinforce Warrior stadium fencing with bigger posts plus vertical metal straps	High	\$	12,680
4/8/2024	Field house banners 27 Championship Signs + Logo	High	\$	22,533
4/8/2024	Drywall cracking	Intermediate	\$	2,888
4/8/2024	Playground crushed granite walkways upgrade	Intermediate	\$	43,200
4/8/2024	Rack-it drying & storage for art class	Prairie	\$	2,739
4/8/2024	TurfTime 84 inch AR-24 series leveling roller	District	\$	8,445
APPROVED AT 4/8/2024 BOARD MEETING				\$ (2,085,626)
5/13/2024	Prairie and Arboretum LED lighting	Arboretum/Prairie	\$	1,372,500
5/13/2024	2-way radio system expansion	New Heritage	\$	16,058
5/13/2024	Music area door opening 1803 reconfiguration for piano moves	High	\$	7,796
5/13/2024	Press box gutters and downspouts (JV SoGball, Soccer, Varsity Baseball)	High	\$	1,650
5/13/2024	Replace fieldhouse HVAC duct sock	High	\$	50,000
5/13/2024	Security upgrades parts and installation of mag lock on pair of doors from office to school	High	\$	5,455
5/13/2024	Security upgrades installation of electric strikes at back office door and back mailroom door	High	\$	3,591
5/13/2024	Warrior fence light-block material replace/repair/reinforcement	High	\$	775
5/13/2024	Fabricate/install gate latch at Warrior Pitch Stadium	High	\$	875
5/13/2024	Program for robo-paint logos for additional fields	High	\$	2,000

5/13/2024	Gopher tumble pro 1 3/8 inch polyethylene- foam mats (6)	Arboretum	\$	3,094
5/13/2024	Cracked corian heated seating along windows (4 places)	Arboretum	\$	44,175
5/13/2024	ADA Swing Seat for an 8' Toprail	Arboretum	\$	1,780
5/13/2024	5 window treatments in exercise area	Intermediate	\$	2,125
5/13/2024	Gopher tumble pro 1 3/8 inch polyethylene- foam mats (6)	Prairie	\$	4,672
5/13/2024	4044R Compact Utility Tractor (33 PTO hp)	District	\$	47,000
5/13/2024	2800 AM HillTip IceStriker w/ brine maker 1500 gal. brine storage tank (FF)	District	\$	34,147
5/13/2024	Additional cost power outage monitoring electrical meter (original approved budget \$88,600)	District	\$	9,900
5/13/2024	Proposal for civil engineering services for playground renovations (PES, AES, WIS)	District	\$	26,700
5/13/2024	New emergency kits for classroom (supplies)	District	\$	7,964
5/13/2024	Additional funds for remainder school year emergency roofing repairs (\$45,000 original)	District	\$	25,000
5/13/2024	Removal of the existing scoreboard from the old Heritage Gymnasium/District to store	Heritage	\$	1,284
	APPROVED AT 5/13/2024 BOARD MEETING		\$	1,668,541
6/10/2024	UnderFence Mow Strip	Grounds	\$	22,884
6/10/2024	Replace 2013 (MT1) - Ford F350 snow plow truck with dump body	Maintenance	\$	83,120
6/10/2024	Additonal cost to installation of generator	Building	\$	85,950
6/10/2024	Add (4) Gentex fire alarm horn strobes (shop and copy center)	Building	\$	7,600
6/10/2024	Toro cart to replace the old Jacobsen cart	Grounds	\$	17,757
6/10/2024	Energy Audit Services	Site Development	\$	2,660
6/10/2024	Repair dishwasher	Equipment	\$	5,764
6/10/2024	JV SoGball/Varsity Soccer press box subfloor repair and Warrior Stadium door repair	Athletics	\$	8,564
6/10/2024	Door 6 receiving, replace with new door, frame, and transom glass	Doors	\$	8,446
6/10/2024	Penthouse Siding Included in the budget is to extend (2) GFCI receptacles for new siding installation, remove and replace Solar junction box as needed.	Building	\$	1,750
6/10/2024	Rear main office doors access control (security with more card readers)	Security	\$	18,330
6/10/2024	Cart for Folding Chairs: 300 lb Load Capacity, 40 in x 19 in x 35 in, For 36 Chairs (9 carts)	Building	\$	2,000
6/10/2024	Storm damage including water damage, fence, flag pole, signs, pool roof	Building	\$	72,100
6/10/2024	Replace pool roof (potential property insurance claim)	Building	\$	25,000
6/10/2024	Divide bookroom into 2 spaces (quote coming 06/05/2024)	Special Education	\$	74,913
	APPROVED AT 6/10/2024 BOARD MEETING		\$	436,838
		Total Approved to Date	\$	12,720,816

Minutes of Curriculum Committee Meeting

The Board of Education Waunakee Community School District

A Curriculum Committee Meeting of the Board of Education of Waunakee Community School District was held Friday, June 14, 2024, beginning at 7:30 AM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

I. CALL TO ORDER

Chairperson Hetzel called the meeting to order at 7:34AM.

II. ROLL CALL

Present: Dotzler, Ensign, Hetzel

Also Present: Schell

III. APPROVE THE AGENDA

A motion was made by Ensign, second by Dotzler to approve the agenda as posted. Motion carried 3-0.

IV. PUBLIC COMMENTS

There were no public comments for this meeting.

V. MATHEMATICS RESOURCES PILOT FOR GRADES 5-8

Schell presented and answered questions on the mathematics resources pilot for grades 5-8.

VI. TESTING AND ASSESSMENT SCHEDULE FOR 2024-2025

Schell presented answered questions regarding the draft 2024-2025 testing and assessment schedule for action We are still waiting for the state's decision on the required early literacy readiness screener. When that has been adopted by the state, we will update the schedule to reflect the new mandate.

A motion was made by Dotzler, second by Ensign, to recommend that the full board consider the 2024-25 testing and assessment schedule as presented. Motion carried 3-0.

VII. TEACHER LEADERSHIP POSITIONS

Schell presented and answered questions regarding the teacher leadership positions (chairs, coordinators, etc.) that will be coming to the full Board as action items later this summer.

VIII. PATHWAYS REPORT

Schell Introduced Janell Dorn, Pathways Department Chair, who presented and answered questions regarding the annual Pathways update as required by policy.

IX. CONTINUATION OF AI IN EDUCATION TOPIC FROM MAY 16 MEETING

The committee was given the opportunity to ask questions and have some discussion on AI from the last meeting. Schell was available to answer the committee's questions as well as discussed thoughts on how to present this information to the full board.

X. FUTURE AGENDAS AND MEETINGS

A. Agenda Items for Next/Future Meeting

DPI Data

Roll out plan for Math

Next meeting August 15th @ 7:30AM

XI. **ADJOURN**

A motion was made by Hetzel, second by Dotzler, to adjourn the meeting at 9:22AM.
Motion Carried 3-0.

Waunakee Community School District ---2024-2025 Testing Program

Grade	Test	Typ	Administration Dates	Responsible	Annual Est. Time
4K-4	AimswebPlus^	Universal Screener/Benchmark Assessment	<u>State will designate TBD</u>	Classroom Teacher	TBD based on state specifications.
2	Naglieri General Ability Tests	Universal Screener	Late Winter 2025	Classroom Teacher	90 minutes (T)
K-10	AimsWeb# & StarCBM#	Progress Monitor	September 2024-May 2025	Classroom and/or Reading/Math	4 minutes per student
K-6	Qualitative Reading Inventory	Universal Screener, Diagnostic	<u>Fall (1-6)</u> Oct. 28-Nov. 26 <u>Winter (K-6)</u> Feb. 7-March 7 <u>Spring (K-6)</u> May 1-May 30	Classroom Teacher	30-45 minutes per administration (S)
3-8, 10	Forward Exam^	Proficiency	WI test window March 17-April 25, 2025	Principals, Counselors Teachers	Estimated total student time by grade: 3-215 4-390 5-215 6-230 7-230 8-415

Waunakee Community School District ---2024-2025 Testing Program

5-8	i-READY (ELA and Math)#	Universal Screener, Achievement	FALL-Sept 16-27, 2024 WINTER- Jan 6-17, 2025 SPRING-May 5-16, 2025	Principal, Counselors, Homeroom Teachers	120 minutes (S) More if the student qualifies for winter and spring testing.
	Gates/McGinnity	Achievement Placement for AE9	Late winter 2025	AE8 Teachers & Pathways	60 minutes (S) (pullout)
9	WI PreACT ^	Proficiency and College Readiness	WI test windows for standard and accommodated testing. March 17-April 25, 2025	Counselors & Teachers	155 minutes (S)
10	Forward Exam (social studies)^ WI PreACT ^	Proficiency Achievement	WI test window March 17-April 25, 2025. WI test windows: March 17-April 25, 2025	Social Studies Teachers Counselors & Teachers	100 minutes (S) 155 minutes (S)
11	PSAT@ WI ACT ^	College Prep, Scholarship Proficiency and College Entrance	PSAT/NMSQT October 1-31 2024 March 11, 2025, make up April 8	Counselors Counselors & Teachers	130 minutes (S) (pullout) 235 minutes (S)
11-12	Advanced Placement* @	College Entrance	May 5-16, 2025	Counselors	190 minutes (S) (pullout)

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Waunakee Community School District ---2024-2025 Testing Program

Please note: Exemptions are made for SWD and EL students according to established district procedures.

NAEP testing –TBD

Dynamic Learning Maps (DLM)- WI test window March 17-April 25, 2025

ACCESS for ELL- WI Test Window Dec.4 , 2024 to Feb 2, 2025 testing window

SSIS-Behavioral screeners and assessments will be scheduled periodically during the year as part of PBIS.

Estimated time notation (T) teacher for individualized/interview assessments and (S) for large group assessments.

* Tentative

^State Mandated

#RtI Recommended

@student optional

Revised: June 26, 2024

2024-2025 Assessments

Local Choice				
Assessment	Grades Tested	Test Window	Type	Purpose
Qualitative Reading Inventory	1-6 Universal screener, diagnostic	<u>Fall (1-6)</u> Oct. 28-Nov. 26 <u>Winter (K-6)</u> Feb. 7-March 7 <u>Spring (K-6)</u> May 1-May 30	District selected	The QRI provides graded word lists and numerous passages designed to assess a student's oral reading accuracy, rate of reading and comprehension of passages read orally and silently. Its features include narrative and expository passages at each level from pre-primer through high school, as well as all self-contained selections that are highly representative of the structure and topics of materials found in basal readers and content-area textbooks.
AimsWeb & StarCBM	K-10	September 2024-May 2025	Progress monitor	Aimsweb Plus is a progress monitor used to determine student progress if they are receiving an academic intervention.
iReady (ELA and Math)	5-8	FALL-Sept 16-27, 2024 WINTER- Jan 6-17, 2025 SPRING-May 5-16, 2025	District selected	i-Ready is a computer adaptive assessment. We use it as an universal screener, achievement measure, and growth measure. At the Middle School we have personalized instruction resources

				customized for each student based on their i-Ready performance.
Naglieri General Ability Test	2	Late winter 2025	District selected screener for advanced learning.	Naglieri General Ability Tests (NGAT) measure general ability using verbal, quantitative, and nonverbal test questions. The NGAT include approaches to test construction that allow schools to identify students with high intellectual ability in a fair and equitable manner. To achieve that goal, the newest version of the NGAT can be solved regardless of the language a student knows and the test questions demand only a small amount of specific content knowledge. 67
Gates/McGinnitie	7-8 Achievement placement for AE9	Late winter 2025		The Gates-McGinnitie Reading Test (GMRT) measures overall reading achievement. It can be utilized for several purposes, but we use it to add a data point to guide our placement decision making for our advanced English sections.

Local Choice continued				
Assessment	Grades Tested	Test Window	Type	Purpose
AimswwebPlus	4K-4			<p>The State of Wisconsin has announced AimswwebPlus as the statewide reading screener as part of the ACT 20 mandates. We will use AimswwebPlus as the state required screener for reading 4K-3 and intend to purchase it for fourth grade also. We anticipate adopting AimswwebPlus as our mathematics assessment K-4.</p> <p>DPI will set the test windows for the required reading screener, similar to other state assessments. These are still TBD as of early July 2025.</p>

WI State Choice				
Assessment	Grades Tested	Test Window	Type	Purpose
Wisconsin Forward Exam	3-8 10 (social studies) All students	WI test window March 17-April 25, 2025	State selected	The WI Forward Exam is a computer based assessment that provides in depth information on students achievement on the state standards. Students in grades 3-8 are assessed in English Language Arts and Math. Students in grades 4 and 8 will also be assessed in Science and Social Studies. Students in grade 10 are tested in Social Studies only. Forward Exam data is received in July and provide useful information on student achievement and also 69 year-to-year growth. It is a significant data source for state and federal accountability. The Forward Exam is also used to identify students for intervention and advanced programming.
WI PreACT	9 Proficiency and College Readiness 10 Achievement	WI test windows for standard and accommodated testing. WI test window March 17-April 25, 2025		PreACT Secure is a summative assessment given to 9th and 10th grade students, that is aligned to the ACT and the ACT College and Career Readiness Standards. PreACT Secure measures what students have learned in the areas of English, Reading, Mathematics, and Science.

				<p>The PreACT Secure closely mirrors the ACT in many ways, including implementation, test delivery, scoring, and reporting. PreACT Secure scores predict how students will perform on the ACT when they reach 11th grade and their readiness for college-level coursework.</p> <p>PreACT Secure is an online assessment.</p>
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WI State Choice continued				
Assessment	Grades Tested	Test Window	Type	Purpose
WI ACT	11 Proficiency and College Entrance All students	March 12, 2024 Make up April 9, 2024	State selected	The ACT Plus Writing consists of four multiple-choice tests: English, Mathematics, Reading, and Science; and a 40-minute essay test that measures writing skills. It provides important and well-recognized information on the state standards, ACT College Readiness Standards and Benchmarks. Students receive their individual scores within 3-6 weeks following the exam, but we receive our summary data in July. ACT data plays an important role in college admissions and the state and federal accountability system. We also use it as an important measure of academic performance for our school district.

National Choice				
Assessment	Grades Tested	Test Window	Type	Purpose
AP	11-12 College Entrance	May 6-17, 2024	Student selected	Capstone assessment for College Board Advanced Placement Courses. AP Exams allow students to earn college placement and sometimes credit. Most students in AP classes take the exam, but students have a choice not to take the exam. In addition to college use, AP data is used to evaluate improvement opportunities for the delivery of our AP courses.
PSAT/NMSQT	11 College Prep, Scholarship	October 2-31, 2023	Student selected	The PSAT/NMSQT is a standardized test that provides first-hand practice ² for the SAT. It also provides juniors an opportunity to enter National Merit scholarship programs and gain access to college and career planning tools. The PSAT/NMSQT measures critical reading skills, math problem-solving skills, and writing skills.

Minutes of DEI Board Committee

The Board of Education Waunakee Community School District

A DEI Board Committee of the Board of Education of Waunakee Community School District was held Tuesday, June 25, 2024, beginning at 5:30 PM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

I. CALL TO ORDER

Chairperson Heinrichs called the meeting to order at 7:30PM

II. ROLL CALL

Present: Heinrichs (virtual), Heinemann, Hetzel,
Also Present: Guttenberg, Schell, Loken(Virtual)

III. APPROVE AGENDA

A motion was made by Hetzel, second by Heinemann, to approve the agenda as posted.
Motion carried 3-0.

IV. PUBLIC COMMENTS

There were no public comments for this meeting

V. DISTRICT 3-YEAR DEI PLAN

Loken presented and answered questions regarding the Comprehensive 3-Year DEI Plan for the Waunakee Community School District. The committee asked administration to consider adding the committee membership, the diversity statement, and guidelines on how the baseline is determined and measured to this plan. The committee also had discussion on the special observance days, and asked administration to have some language on this document regarding how those are determined. A motion was made by Heinemann, second by Heinrichs, to ask the full board to consider moving forward with this living document at the August board meeting. Motion carried 3-0

VI. FOLLOW UP ON BOARD/STUDENT LISTENING SESSIONS

Guttenberg presented and answered questions regarding the themes from the Board/Student Listening Sessions that were held with six student groups in the spring of 2024.

VII. FUTURE MEETINGS - NA

VIII. ADJOURN

A motion was made by Heinemann, second by Hetzel to adjourn the meeting at 6:34PM.
Motion carried 3-0.

Minutes of Policy Committee Meeting

The Board of Education Waunakee Community School District

A Policy Committee Meeting of the Board of Education of Waunakee Community School District was held Friday, June 28, 2024, beginning at 8:30 AM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

I. CALL TO ORDER

Engebretson called the meeting to order at 8:30AM.

II. ROLL CALL

Present: Engebretson, Ensign (subbing for Dotzler), Heinemann (subbing for Frey)

Also present: Guttenberg, Summers, Schell

III. APPROVE AGENDA

A motion was made by Ensign, second by Heinemann, to approve the agenda as posted.

Motion carried 3-0.

IV. PUBLIC COMMENTS

Public comments received via email are sent and read by the board prior to the meeting.

These comments are attached to the extra section of the agenda.

Email Public comments were received from:

Katie Adler – Daycare Transportation

Liz Cousineau – Daycare Transportation

Brenda Hamilton – Daycare Transportation

There were no in person public comments.

V. POLICIES FOR DISCUSSION, REVIEW, AND CONSIDERATION

Guttenberg presented and answered questions regarding the first batch of 700 series policies for review. A motion was made by Heinemann, second by Ensign, to recommend that the full board consider these policies as presented. Motion carried 3-0.

A. 720 Safe and Healthful Facilities

B. 720 R Building Inspection Procedures

C. 720 E. Hazard Identification Form

D. 721 Inspection of Buildings

E. 721.2 Playground Equipment Inspection

F. 722 Accident Reporting

G. 722.1E Accident Report Form

H. 723 Emergency Plan Procedures

I. 723.3 Emergency School Closings

J. 731 Building and Grounds Security

K. 731.1 Privacy in Locker Rooms

L. 731.2 Vandalism

M. 732 Building and Grounds Maintenance

N. 741 maintenance and Control of Instructional Materials.

- O. 741 R Maintenance and Control of Instructional Materials
- P. 742 Use of District Equipment and Supplies by Persons Affiliated with the District
- Q. 742 R Equipment use Guidelines for Departments
- R. 743 R Asbestos Management
- S. 725 E Notice of Asbestos Management Plan and Asbestos Activities

VI. POLICY RESOURCE GUIDE (PRG) UPDATES

Guttenberg explained that in addition to the overall update, several times a year we review the PRG review of all policies for legal updates the following were a few that WCSD needs to update from that review.

A. 345.6 HS Graduation Requirements

Schell presented and answered questions regarding the updates to policy 345.6.

A motion was made by Heinemann, second by Ensign, to recommend that the full board consider this policy as presented. Motion carried 3-0.

B. 133 Filling Board Vacancies

Guttenberg presented and answered questions regarding policy 133 and associated exhibits.

A motion was made by Heinemann, second by Ensign to recommend that the full board consider this policy as presented. Motion carried 3-0.

VII. DISCUSS AND CONSIDER POLICIES PER REQUEST

Guttenberg explained that these policies were brought to administration with recommended updates.

A. Policy 362.2 Rule - Departmental Guidelines to Ensure Access to LMTC

Schell presented and answered questions regarding the updates to policy 362.2 Rule. A motion was made by Ensign, second by Heinemann, to recommend that the full board consider this policy as presented. Motion carried 3-0.

B. Policy 751-Exhibit Fee Schedule for Transportation to and from Babysitters

Summers presented and answered questions regarding policy 751 Exhibit. The committee had much discussion regarding the overall picture of bussing in the WCSD, especially for the elementary level students, clear communication regarding transportation to a licensed daycare verses a family home, and shuttle services. A motion was made by Ensign, second by Engebretson, to recommend that the full board consider this policy as updated. Motion carried 2-1.

VIII. TITLE IX POLICIES

Guttenberg updated the committee on the Title IX Policies. The DPI is requiring that these updated policies are in effect at district's as of August 1, 2024. We have not received the drafted versions of these policies yet. We do have an item on the agenda for this and if we receive them will ask the board to approve them so we are in compliance and then the policy committee may review them and if any local changes are required we will bring them back to the August meeting.

IX. FUTURE MEETINGS - NA

X. ADJOURN

A motion was made by Heinemann, second by Ensign to adjourn the meeting at 9:42AM. Motion carried 3-0.

Proposed Code #	Proposed Title	Current policy code	WASB recommendation	WASB Comment (if any)	Admin Recommendation:
720	Safe and Healthful Facilities	720	Replace with PRG 720 sample policy 2		Agree with WASB Include Edits
720 R	Building Inspection Procedures	720 R	Review current rule and modify if needed	The PRG does not provide a sample covering this content. The content is acceptable as written, but should be reviewed to determine if the district is still following these procedures. Modify the rule if needed to describe current practices.	Keep with Edits
720 E	Hazard Identification Form	720 E	Review current exhibit and modify if needed	The PRG does not provide a sample covering this content. The content is acceptable as written but should be reviewed to determine if it is still in use and if it continues to meet needs of district.	Keep with Edits
	Inspection of Buildings	721	Delete current policy	Content is covered in proposed PRG 720 sample policy 2.	Agree with WASB
721.2	Playground Equipment Inspection	721.2	Keep current policy	The PRG does not provide a sample covering this content. It is acceptable as written.	Keep with Edits
722	Accident Reporting	722.1	Renumber and adopt PRG 722 sample policy 1		Agree with WASB Including Edits

722.1 E	Accident Report Form	722.1 E	Keep current exhibit	The PRG does not provide content covering this exhibit. It is acceptable as written.	Repeal
	Emergency Plan Procedures	723	Delete current policy	Content is covered in proposed PRG 720 sample policy 2. Note - if you wish for a more detailed school safety plan policy, the PRG offers 2 samples under code 723.	Repeal
723.3	Emergency School Closings	723.3	Replace with PRG 723.3 sample policy 1		Agree with WASB Include Edits
731	Building and Grounds Security	731	Keep current policy	The PRG does not offer a sample for this topic. The policy is acceptable as written.	Agree with WASB
731.1	Privacy in Locker Rooms	731.1	Keep current policy	Your board has adopted PRG 731.1 sample policy 1 and there are no updates since your last revision.	agree with WASB
731.2	Vandalism	731.2	Keep current policy	The PRG does not offer a sample for this topic. The policy is acceptable as written. Note that the policy (what you open when clicking on the link) is numbered 731.1, which is your privacy in locker rooms policy.	Agree with WASB Number correctly

732	Buildings and Grounds Maintenance	732	Keep current policy	The PRG does not offer a sample for this topic. The policy is acceptable as written.	Agree with WASB Include Edits
741	Maintenance and Control of Instructional Materials	741	Keep current policy	The PRG does not offer a sample for this topic. The policy is acceptable as written. Note that cross references will need an update to reflect adoption of WCSD 361.1 and 361.1 Exhibit.	Repeal covered by Policy 361
741 R	Maintenance and Control of Instructional Materials	741 R	Keep current policy	The PRG does not offer a sample for this topic. The policy is acceptable as written. Note that cross references will need an update to reflect adoption of WCSD 361.1 and 361.1 Exhibit.	Keep with Edits and renumber as 361 Rule

742	Use of District Equipment and Supplies by Persons Affiliated with the District	742	Replace with PRG 742 sample policy 1	Note that incidental personal use of some school property is allowed by the PRG sample. That is not required by law and you may change the policy to prohibit all personal use if you wish. Note that prohibiting all incidental personal use may be unrealistic. Review relevant employee handbook provisions to make sure that the handbook and policy are aligned.	Agree with WASB
742 R	Equipment use Guidelines for Departments	742 R	You can keep the current rule if you wish.	The current rule 742 is consistent with the PRG 742 sample policy 1 and you can keep it or modify it to update rules governing equipment use.	Agree with WASB
725	Asbestos Management	743 R	Recode and replace with PRG 725 sample policy 1		agree with WASB
725 E	Notice of Asbestos Management Plan and Asbestos Activities		Adopt PRG 725 sample exhibit 1		agree with WASB

HEALTH AND SAFETY IN DISTRICT FACILITIES AND PROGRAMS

Waukegan Community School District

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(This sample policy is an expanded version of PRG 720 Sample Policy 1 that (1) provides general direction for the development and implementation of a school safety program in the district; (2) appoints and assigns specific responsibilities to a district-level school safety coordinator; and (3) requires building principals to appoint building-based school safety officers. School districts using this sample should consider pairing this general policy with additional policies or rules that more specifically address (1) school safety plans, PRG Topic 723; (2) emergency drills, PRG Topic 723.1; (3) reporting threats of school violence, PRG Topic 723.2; (4) emergency school closings, PRG Topic 723.3; and (5) injury and accident reports, PRG Topic 722.)

The administration shall develop and implement appropriate safety-related initiatives and procedures, across all District facilities, programs, and operations, that are consistent with applicable legal requirements and Board policies.

PURPOSE AND GOALS OF THE DISTRICT'S OVERALL SAFETY PROGRAM

Editor's Note: The items in the list below are examples of typical goals that may be specified for a school district safety program. The list can be modified at a district's discretion, or this section of the sample could even be omitted from the sample in its entirety. The purpose and goals of the District's overall safety program include all of the following:

1. Provide a safe and healthy school and work environment for students and employees;
2. Protect the safety of students, employees and other persons present on District property and at school-sponsored events to the extent reasonably possible;
3. Facilitate compliance with applicable health and safety laws, codes, and regulations;
4. Minimize mechanical hazards and unsafe conditions in school facilities and on school grounds so as to prevent accidents;
5. Facilitate appropriate responses to safety-related incidents and to the discovery of conditions that present a danger to safety;
6. Inform students and employees of acceptable safety procedures and practices;
7. Develop an attitude of safety-mindedness among students; and
8. Develop an attitude of safety-mindedness among staff that will help ensure a safe and healthy school and work environment, appropriate safety instruction, and enforcement of safe practices among students.

Insert any additional local points of emphasis regarding the goals and purpose of the district's safety program.

DISTRICT SAFETY COORDINATOR

Editor's Note: While DPI regulations require school districts to assign one person to be responsible "for coordinating all activities related to the safety and health considerations of the facilities for the entire district," the exact scope of that regulatory requirement is unclear. Accordingly, any district using this sample should verify that it is accurate that each of the

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HEALTH AND SAFETY IN DISTRICT FACILITIES AND PROGRAMS

Waukegan Community School District

Policy 720

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responsibilities listed in this section is, in fact, assigned to the same person. The list should be modified, if necessary. For example, in some districts, the district administrator may retain primary responsibility for overseeing the formal school safety plan that is required under section 118.07 of the state statutes, even though another employee is otherwise designated as the safety coordinator for purposes of [PI 8.01\(2\)\(f\)](#) of the Wisconsin Administrative Code.

[Choose one of the following: "The District Administrator shall serve as" or "The District Administrator shall designate an administrative-level or other supervisory-level employee to serve as" or "The [insert position title] Director of Facilities shall serve as"] the District Safety Coordinator. The Coordinator shall have primary responsibility for the coordination and management of the District's comprehensive safety program, including responsibility for the following:

1. Coordinate and participate in the development, implementation, review, and annual¹ updating of the District's formal school safety plan.
2. Coordinate the implementation and periodic review of the District's long-range plan for maintaining District-operated facilities at the level of the standards established for safe and healthful facilities. Any concerns or suggestions regarding the status of the long-range plan shall be brought to the attention of the Director of Facilities [insert applicable position(s); e.g., District Administrator and the Director of Business Services].
3. At least once annually, conduct a general inspection of each District facility for potential or demonstrated hazards to safety and health. In response to any such hazard that may be identified, this individual shall coordinate and verify the completion of any corrective action, the installation of any compensating device(s), or the completion of any other special arrangement that is made in response to the hazard.
4. Annually coordinate the implementation of the current-year's facility maintenance schedule.
5. Coordinate the implementation and periodic review of the District's indoor air quality monitoring and maintenance plan.
6. Provide supervision and managerial oversight intended to ensure that maintenance procedures and custodial services are conducted in such a manner that the safety and health of persons conducting the services and of the persons using the facilities are protected.
7. Coordinate and monitor the dissemination of relevant information about the District safety program and the District's formal school safety plan, including the scheduling and performance of related drills and training activities.
8. [Insert any additional locally defined duties and responsibilities.]

In the event of the temporary absence of the District Safety Coordinator or a temporary vacancy in the relevant position, the [insert position Executive Director of Operations] or a supervisory-level designee appointed by the [insert position District Administrator] shall perform the duties that would otherwise be performed by the District Safety Coordinator.

¹ Your current policy 723 requires annual renewal of the school safety plan.

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BUILDING-LEVEL SCHOOL SAFETY OFFICERS

~~Editor's Note: There is no state law or regulation that requires districts to appoint building-level school safety officers. Accordingly, a school district using this sample could delete this section if (1) it is not consistent with current local practices/circumstances/intent, or (2) the district prefers to leave the specification of any such role to the discretion of the administration and/or to the content of the formal school safety plan.~~ The building principal of each school shall ensure that at least two regular employees within the building are designated to actively serve as building-level School Safety Officers. The building principal may be one of the designees. Under the direction of and in consultation with the District Safety Coordinator, such School Safety Officers shall have site-level responsibilities for monitoring and implementing relevant aspects of the District's safety program and formal school safety plan.

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Legal References:

Wisconsin Statutes

- [Section 101.055](#) [public employee safety and health]
- [Section 101.11](#) [employer's duty to furnish safe employment and workplace]
- [Section 115.33](#) [state inspections of school buildings]
- [Section 118.07](#) [health and safety requirements, including school safety plans, safety drills and related staff training]
- [Section 118.075](#) [indoor air quality]
- [Section 118.08](#) [school zones; signage and designated street crossings]
- [Section 118.09](#) [school safety zones for loading/unloading of students]
- [Section 120.12\(1\)](#) [board duty; care, control and management of district property]
- [Section 120.12\(5\)](#) [board duty; repair of school buildings]
- [Section 121.02\(1\)\(f\)](#) [school district standard; safe and healthful facilities]
- [Section 167.32](#) [safety at sporting events]
- [Section 175.32](#) [mandatory reporting of threats of school violence]
- [Sections 254.11 to 254.178](#) [toxic substances in buildings]
- [Section 255.30](#) [safety eye protective goggles]

Wisconsin Administrative Code

- [PI 8.01\(2\)\(i\)](#) [safe and healthful facility rules]

Cross References:

- WASB PRG 720 Sample Policy ~~21~~
- ~~[721, Inspection of Buildings](#)~~
- ~~[722.1, Accident Reporting](#)~~
- ~~[731, Buildings and Grounds Security](#)~~
- ~~[751.3, School Bus Safety Program](#)~~
- ~~[732, Buildings and Grounds Maintenance](#)~~

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**HEALTH AND SAFETY IN DISTRICT
FACILITIES AND PROGRAMS**
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723-Rule, Emergency Plan Procedures
School Safety Plans

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Adoption Date: January 1982

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Revised: March 1994

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January 2000

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June 2002

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BUILDING INSPECTION PROCEDURES

720-Rule

There shall be ~~three~~ **two** types of inspections. They are as follows:

- 1) ~~Inspections and periodic surveillance - Asbestos: Every six months the asbestos program manager is to conduct an inspection of each building. The inspector must record the date of the inspection, his/her name and any observable changes in the condition of any asbestos containing building material. Asbestos inspection forms shall be used. Periodic surveillance is to be done by all building custodians and any changes in condition noticed shall be reported to the asbestos program manager immediately. Guidelines for corrective action taken are listed in Board policy as well as the management plan. Copies of all six month inspection reports and any corrective action taken shall be reported to the safety coordinator.~~
- 2) Inspection - Fire Department: At least twice annually (once in fall and once in spring) an inspection of all buildings shall take place. Individuals involved in the inspections shall be an inspector from the local fire department and the director of buildings and grounds. At each of the buildings inspected, the respective building principal and head custodian shall join the fire inspector and director of building and grounds for their building inspection. They will inspect for fire exits, storage of flammable materials and any other hazardous conditions. A facilities inspection checklist shall be used and a copy of each building checklist shall be submitted to the safety coordinator, director of buildings and grounds and building principal following each inspection. Information and action taken from the inspections shall be forwarded to the safety committee.
- 3) Inspection - Insurance Company: At least once annually an inspection of all buildings and grounds shall be done by the District's property and liability insurance provider. The inspector will do a walk through of each building with the respective head custodians and the director of buildings and grounds. The inspector will look for hazardous conditions related to safety and employee injury situations. He/she will hold a post conference with the safety coordinator and the director of buildings and grounds as to what hazardous conditions were found. The inspector will submit a written report to the safety coordinator who will send copies to the respective building principals and the director of buildings and grounds. The report will be reviewed with the Safety Committee and they will recommend a specific timeline when corrective action should be taken. This timeline will be passed on to the respective building principals and head custodians.

Cross Ref.: 743, Management of Hazardous Substances/Asbestos

Adopted: 2/13/89

Revised: March 1994

Waunakee Community School District

HAZARD IDENTIFICATION FORM

720-Exhibit

Along with the accident reporting and investigation program, there must be a hazard identification program for all employees in the school system. The safety approach should utilize attempts to reduce accidents and injuries through voluntary inspections and enforcement of physical hazard safety codes. Because inspections are limited, the gap must be bridged by a continuous, on-going hazard identification program. The data collected through this program are the foundation for the continuous information needed by the administration to reduce potential accident producing hazards.

GOALS

1. To establish communications between employer and employees relating to hazard identification.
2. To allow individual employees an opportunity to express their views concerning specific hazards in their work areas.
3. To protect the anonymity of the individual employee and stimulate safety awareness on the job.
4. To provide administrative staff with a tool for continuous monitoring of safety problems.
5. To provide data which will allow for early detection and correction of hazards.

Use this form to report any unsafe act or condition to your immediate supervisor or building principal.

BUILDING: _____ AREA: _____ DATE: _____

_____ Unsafe Act _____ Condition

DESCRIPTION:

ACTION TAKEN - (DESCRIPTION/DATE):

Copies sent to:

~~White Copy:~~ Safety Coordinator

~~Other Three (3) Copies:~~ Building Custodian After Action is taken.

~~PINK COPY:~~ Building Office

~~YELLOW COPY:~~ Safety Coordinator

~~GREEN COPY:~~ Director of Buildings & Grounds

Adopted: 4/11/88

Revised: March 1994
June 2002

Waunakee Community School District

Policies of the Board of Education

Series 700: Support Services

INSPECTION OF BUILDINGS

721

School facilities shall be inspected at least annually for potential or demonstrated hazards to safety and health. The findings of unsafe conditions by means of inspection and their prompt safeguarding is one of the best methods for management to demonstrate to its employees its interest and sincerity in accident prevention.

Inspection reports should be clear and concise, but with sufficient explanation to make each recommendation understandable.

Legal Ref.: Sections 121.02(1)(i) Wis. Stats.
PT 8.01(2)(i) Wis. Administrative Code

Adopted: 2/13/89

Revised: March 1994

Waunakee Community School District

Policies of the Board of Education

Series 700: Support Services

PLAYGROUND EQUIPMENT INSPECTION

721.2

The **Director of Facilities** ~~Board of Education's safety committee, in conjunction with the director of buildings and grounds~~ and building principals, will recommend acceptance of all playground equipment designs. The schematic for requested equipment must be submitted to the ~~safety committee~~ **Director of Facilities** by the school administration or parent groups.

The ~~safety committee,~~ **Director of Facilities** ~~building and grounds,~~ and building principal will inspect the playground site and check for:

- a) compliance with safety standards.
- b) proper implementation of playground area design and available space,
- c) prevention of interference between groups or activities,
- d) easy facilitation of supervision,
- e) consideration of needs of and ages of the students, and
- f) utilization beyond the school day and school year (older or younger children, vandalism, etc.)

After study, the ~~safety committee~~ **Director of Facilities** will make a recommendation to the Board whether to accept or reject the equipment. If accepted, the playground equipment must be inspected by the building principal at regular intervals and by the maintenance staff every month.

Legal Ref.: Sections 121.02(1 1)(i) Wisconsin Statutes
P1 8.01(2)(i), Wisconsin Administrative Code

Adopted: 9/9/85

Revised: March 1994
June 2002

Waukegan Community School District

REPORTING INJURIES AND UNSAFE CONDITIONS

Policy 722

Waukegan Community School District

Page 1 of 2

For purposes of this policy, reportable injuries shall include at least any injury which restricts an individual's activities in more than a fleeting and incidental manner or which required, or which can reasonably be expected to require, medical care.

Students. If a student is injured or an accident endangering student health occurs at school or in connection with any school-sponsored or school-supervised activity, the incident shall be reported and documented, as soon as reasonably practicable, pursuant to the procedures defined within the District's emergency nursing services program and any other established safety protocols. If an employee or supervisory agent of the District is aware of such an injury or accident and is unsure of the specific reporting procedures that may apply in the particular situation, the employee or agent shall, at a minimum, promptly notify (1) the student's parent, guardian, or emergency contact; and (2) the relevant building principal, the relevant school health office, or a District-level administrator of the injury and the relevant circumstances.

Employees. Work-related illnesses and injuries affecting District employees and work-related incidents that create a danger to employee health shall be reported and documented, as soon as reasonably practicable, as further provided in the District's *Employee Handbook* and pursuant to any other established employment procedures. If a work-related illness or injury occurs and the affected employee is not aware of other procedures that may apply in the particular situation, the employee shall, at a minimum, promptly notify his/her immediate supervisor, via a written communication, of the work-related incident.

Other Persons. Injuries to other persons occurring on District property or in connection with any District-sponsored activity shall be promptly reported to the relevant building principal or to the Director of Facilities ~~[insert the applicable district level position]~~ by (1) any District employee or supervisory agent of the District who witnesses the injury; or (2) an employee or supervisory agent of the District who is otherwise notified or made aware of the injury. If, under the relevant circumstances, it is not practical to promptly notify the building principal or the designated District-level administrator or supervisor, the report may be made to the individual who has primary on-site responsibility for supervising the particular site or activity on behalf of the District. The injured person is also strongly encouraged to personally contact the relevant building principal or the Director of Facilities ~~[insert the applicable district level position]~~ to report any such injury as soon as reasonably practicable after the incident occurs.

Property Damage and Other Unsafe Conditions. Damage to District property or other conditions related to a District facility or other District property facility that create a clear risk to health or safety, regardless of the cause, shall be promptly reported to the relevant building principal or to the Director of Facilities ~~[insert the applicable district level position]~~ by (1) any District employee or supervisory agent of the District who witnesses or personally discovers the damage or other unsafe condition; or (2) an employee or supervisory agent of the District who is otherwise notified or made aware of the issue. If, under the relevant circumstances, it is not practical to promptly notify the building principal or the designated District-level administrator or supervisor, the report may be made to the individual who has primary responsibility for coordinating or supervising the relevant building, facility, or operational activity on behalf of the District at the relevant time.

Legal References:

Wisconsin Statutes

REPORTING INJURIES AND UNSAFE CONDITIONS

Policy 722

Waunakee Community School District

Page 2 of 2

Section 101.055	[public employee safety and health]
Section 101.11	[employer's duty to furnish safe employment and workplace]
Section 115.33	[state inspections of school buildings]
Section 118.075	[indoor air quality]
Section 120.12(1)	[board duty; care, control and management of district property]
Section 120.12(5)	[board duty; repair of school buildings]
Section 121.02(1)(g)	[school district standard; emergency nursing services requirement]
Section 121.02(1)(i)	[school district standard; safe and healthful facilities]
Sections 254.11 to 254.178	[toxic substances in buildings]
Section 255.30	[eye protective safety goggles]

Wisconsin Administrative Code

PI 8.01(2)(g)	[school district standard; emergency nursing services policy/procedure requirements]
PI 8.01(2)(i)	[safe and healthful facility rules]

Cross References:

WASB PRG 722 Sample Policy 1
453.1, Emergency Nursing Services
722.1-Exhibit, Accident Report Form
721-Rule, Building Inspection Procedures
721-Exhibit, Hazard Identification Forms
743-Rule (2), Hazardous Materials Accident/Emergency Plan

Adoption Date: 4/11/88

Revised: March 1994
June 2002

<i>For Business Office Use Only</i>
Case Number: _____
District / School: _____

**WAUNAKEE COMMUNITY SCHOOL DISTRICT
MEDICAL INCIDENT / ACCIDENT REPORT**

Directions:

In the event of an accident, significant illness or medical emergency in a school while an individual is under the direction of the district (field trips, extra-curricula activities) a Medical Incident / Accident Report should be completed by the supervising staff as soon as possible. It is imperative that the form be completed in detail, signed, dated and submitted to your direct supervisor within 24 hours.

Injured or Ill Individual:

Last Name	First Name	M.I.	Sex
_____	_____	_____	<input type="checkbox"/> Male <input type="checkbox"/> Female

Student _____	Position/Grade Level	School/Building
Employee _____	_____	_____
Visitor _____	_____	_____

Home Address:

Street	City	State	Zip
_____	_____	_____	_____

Incident Information:

Date of Illness/Accident	Time of Illness/Accident	Illness/Accident Location (Building)
_____	_____	_____
mo. / day / yr.	hour / a.m. or p.m.	

First Adult Responder

Name	Position	Building/School
_____	_____	_____

Detailed Description of the Incident:

Witnesses to Onset of Illness and/or Accident:

1. _____
Name and Title
2. _____
Name and Title
3. _____
Name and Title

Policies of the Board of Education

Series 700: Support Services

EMERGENCY PLAN PROCEDURES

723

The district shall maintain a “Crisis Management Plan” that outlines how the district personnel will respond to different emergencies and crises. This plan shall be renewed annually and revised as necessary by administration.

Cross Ref.: (Same as old 723-Rule as updated by WASB)

Revised: June 2002

Waunakee Community School District

EMERGENCY SCHOOL CLOSINGS

Policy 723.3

Waukegan Community School District

Page 1 of 5

~~(This sample policy addresses emergency school closings for inclement weather and other threats to health and safety. It covers issues such as the authority to make the decision to close school and cancel activities, the possible use of virtual learning in connection with a school closure, scheduling make-up days/hours for students, and the impact of school closings on other activities and programs. This sample assumes that details such as target times for making decisions and the specific methods that are used to announce and communicate school closings and other cancellations will be handled as administrative decisions/procedures. This sample also does not address the expectations for different employee groups/positions (e.g., who is expected to report to work, who is not expected to report to work, and whether any hours or contract days that are not worked would be paid, unpaid, or subject to a make-up procedure), with the assumption that such personnel matters would be separately addressed via the district's employee handbook, a separate personnel policy, in some employment contracts, and/or in administrative procedures. This sample is identical to PRG 723.3 Sample Policy 2, except for the section addressing "Remote/Virtual Learning During a School Closure." Depending to some extent on the specific choices a district makes in that section of the sample, this sample presents a comparatively less-complex approach to the issue and generally gives more authority to the administration to determine when and how often particular grade levels or schools will shift to remote/virtual instruction for reasons related to emergency school closings.)~~

The District Administrator, or an administrative-level designee in the temporary absence or unavailability of the District Administrator, shall make decisions regarding school closings, delayed starts, early releases, and any program or activity cancellations due to inclement weather or due to other health or safety concerns. Examples of other health or safety concerns include a communicable disease outbreak, a credible threat to safety, damage to a building, or a utility failure.

In certain circumstances, a decision to close school due to a health or safety concern for a full or partial day may apply only to one or more individual schools.

If any District school is closed by an order of a local health officer or by an order of the Wisconsin Department of Health Services, the administration shall implement the order.

When any District school is closed under this policy for a reason other than inclement weather, the administration shall ensure that the Department of Public Instruction is promptly notified of the closing and reopening of the school(s) and of the reason(s) for and length of the closure(s).

Remote/Virtual Learning During a School Closure

The District Administrator or his/her administrative-level designees may direct a full or partial day of remote/virtual learning for specific grade level(s) or for one or more District schools on any day that a school is closed under this policy, subject to the following requirements and limitations and to any more specific direction or authority that may be given by the School Board for the specific school year:

~~Editor's Note: The following list presents some examples of possible requirements and restrictions. Accordingly, the list should be edited to reflect local goals and intent. Keep in mind that the purpose of this list is to document any broad parameters on the use of remote/virtual learning in place of an emergency school closure, not the specific details of implementation.~~

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EMERGENCY SCHOOL CLOSINGS

Policy 723.3

Waukegan Community School District

Page 2 of 5

1. Prior to permitting any shift to remote/virtual instruction, the District Administrator shall determine that the affected school(s) have an adequate instructional plan established for all affected students, including planning for any necessary accommodations based on individual student need, such that the District may appropriately designate all or a material portion of the day as hours/minutes of direct student instruction.

2. The administration shall **not** shift students ~~insert the applicable grade range—e.g., “who are in early childhood programming or in 4K through fourth grade” or “below fifth grade”~~ to remote/virtual learning on an ~~choose one: “emergency closure day” or “inclement weather day”~~ unless the administration determines that the applicable school(s), considering the remaining annual calendar, would have a projected deficit of ~~insert if desired: “more than [insert number of hours]”~~ required hours of direct instruction for the school year if no instruction occurs on the day(s) in question. ~~Editor’s Note: The entire “unless ...” statement in this paragraph could be deleted to create a stronger prohibition. Or, this entire paragraph could be deleted to grant more discretion to the administration under the next paragraph, immediately below.~~

3. For students ~~identify the applicable grade range, taking into account the district’s approach to subsection 2 of this section, immediately above—e.g., “in fifth grade or above” or “in each affected school or program”~~, the administration shall take into consideration the reason for the emergency closing, the expected length of the emergency closing, the value of maintaining continuity of instruction via remote/virtual learning, the school’s then-projected status with regard to annual state-mandated hours of direct student instruction for the applicable grade levels, and the remaining school calendar. ~~if desired, insert the following as a restriction on administrative authority: “However, the administration shall not shift any grade level(s) or school(s) to remote/virtual learning on any of the first [insert number of days] days that a school is closed due to inclement weather in any school year, provided that such full closure(s) would not cause the affected grade level(s) or school(s) to have a projected deficit in the state-mandated minimum number of direct instructional hours for the school year.”~~

4. ~~insert any additional or alternative local requirements or limitations—e.g., “The administration shall not shift any grade level(s) or school(s) to remote/virtual learning on a school day during which schools are closed for part of a day either as a non-scheduled (i.e., unplanned) late start or a non-scheduled early release.”~~

The administration shall determine the daily schedule of any such full or partial days of remote/virtual learning and the number of hours/minutes that may appropriately be counted as hours of direct student instruction. Subject to the reason for the school closure and applicable safety considerations, the administration may also determine that some students with special educational needs may be permitted to receive instruction or services at the school or at an alternate site.

Make-Up Days/Hours for Students

When any District school has been closed for a full or partial day under this policy and scheduled hours/minutes of direct student instructional have been lost ~~insert if the district may use virtual learning time to at least some extent: “(i.e., school was closed and the scheduled in-person instructional time was not replaced, in whole or in part, with remote/virtual instruction)”~~,

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EMERGENCY SCHOOL CLOSINGS

Policy 723.3

Waunakee Community School District

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additional school days or extended hours for affected students will **not** be added to the school calendar/schedule **unless** at least one of the following applies:

1. Additional instructional time is required to meet a state or federal requirement;
2. A specific procedure or standard for making up school days or hours of direct instruction was incorporated into the school calendar/schedule that was adopted for the school year in question; or
3. Such an adjustment is otherwise directed or approved by the School Board.

Subject to the requirements of this policy, and unless otherwise directed by the Board, the administration may determine whether such make-up days or make-up hours of instruction will be conducted in person, through remote/virtual instruction, or by using a combination of both approaches. ~~Editor's Note: Some districts that do not intend to authorize remote/virtual learning for certain younger students on emergency school closings may wish to expressly prohibit or restrict the use of remote/virtual learning on planned make-up days or as planned make-up hours. If so, this paragraph, the reference to remote/virtual instruction in the first paragraph of this section, and also the statement found in subsection 2.b of the previous section would need to be modified and coordinated.~~

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Excused Absences for Inclement Weather

It is possible that inclement weather may affect specific portions of the District's territory more severely, or that other circumstances unique to a particular student or family may create a special safety hazard in connection with a weather event. If a student's school is not closed, but a parent, guardian, or adult student makes the determination that it would be unsafe for a student to attempt to attend school on a day that is subject to severe weather, then the parent, guardian, or adult student may contact the school. The school shall approve an excused absence for the student(s) for any reasonable request. ~~Editor's Note: If this circumstance is already covered in the district's attendance policy, or if the district prefers to cover it only in the attendance policy, then this section can be deleted from this sample. If this section is retained in this policy, ensure that it does not conflict with the district's attendance policy.~~

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Before-School and After-School Activities and Programs

~~Editor's Note: The standards listed below represent only one way to approach the issue of how school closings affect other activities and programs. Modify the sample language as needed to capture district-specific practices and preferences.~~

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When any District school is closed for a full or partial day due to inclement weather:

1. For a delayed start, all before-school activities and programs at the affected schools shall be cancelled for the day. After-school and evening activities and programs will be held as scheduled unless specifically cancelled by a separate announcement.

¹ I looked at your current policy 431 and it is consistent with this paragraph. It also covers parent decisions to keep a child at home due to inclement weather such that you can delete this paragraph if you do not with it covered in both policies.

EMERGENCY SCHOOL CLOSINGS

Policy 723.3

Waunakee Community School District

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2. For an early release, all after-school and evening activities and programs that were scheduled to take place at the affected school(s) shall normally be cancelled for the day, except that the administration shall clearly specify any exceptions in the announcement(s) of the early release (e.g., for an after-school child care program).
3. When District school buildings have been closed to students for the full day due to inclement weather, all before-school activities and programs shall be cancelled for the day. After-school and evening activities and programs shall also normally be cancelled for the day, except that any exceptions shall be approved by the District Administrator or his/her designee and expressly identified in a notice or announcement as early in the day as practicable. An exception to hold an after-school or evening event on such a day should only be made if weather conditions have substantially improved, the administration determines that there is a strong justification for holding the event, and affected persons can reasonably be notified of the decision to hold the event.

The standards listed immediately above for inclement weather situations apply to all District-sponsored activities and programs involving students, all community education and community recreation activities or programs that are scheduled to take place at a District facility, and to all previously-approved third-party use of District facilities.

When a school building or other District facility is closed for a reason other than inclement weather, the holding of previously-scheduled activities and programs shall be addressed by the administration on a case-by-case basis. In addition, regardless of whether school was held for students on a particular day, the administration may decide to cancel any District-sponsored activity or program, or any event that is scheduled to take place at a District-controlled facility, in order to address a concern with health or safety or with the condition of specific property.

This policy does not address or apply to the cancellation of School Board meetings or meetings of Board committees. ~~Editor's Note: The final sentence of this sample reflects the premise that board meetings are potentially different from other school activities because, for example, it is possible that urgent or important business may need to be addressed at a previously-noticed board meeting notwithstanding a school closure. If the board has a more definitive position related to the possible cancellation of board meetings, the final sentence of this sample could be replaced with a statement of that position, or the board could adopt a separate policy in the board operations section/series of its policies.~~

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Legal References:

Wisconsin Statutes

Section 115.01(10)	[school days and school closings due to inclement weather or other conditions affecting health or safety]
Section 118.07	[school safety plans]
Section 120.12(15)	[school board duty to establish the hours of a normal school day]
Section 120.12(27)	[duty to notify the department of public instruction of certain school closures]
Section 121.02(1)(f)	[standards for annual hours of instruction]
Section 252.02(3)	[authority of public health officials to close schools to control outbreaks and epidemics]

Wisconsin Administrative Code

PI 8.001(6g)	[definition of "innovative instructional design"]
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EMERGENCY SCHOOL CLOSINGS

Policy 723.3

Wauwaukee Community School District

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[PI 8.01\(2\)\(f\)](#) [standards for annual hours of instruction]
[PI 8.01\(4\)](#) [criteria for waivers from required hours of instruction]

Cross References:

WASB PRG 723.3 Sample Policy 1

~~[321, School Year/Calendar](#)~~

~~[431, School Attendance](#)~~

~~[720, District Safety Policy](#)~~

~~[School Safety Plans](#)~~

Adoption Date: ~~1/10/83~~

Revised: ~~March 1994~~

~~June 2002~~

~~August 2007~~

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BUILDINGS AND GROUNDS SECURITY

Buildings of the Waunakee Community School District constitute one of the greatest investments of the District. It is deemed in the best interest of the District to protect the investment adequately.

Security should mean not only maintenance of a secure (locked) building but protection from fire hazards and faulty equipment and safe practices in the use of electrical, plumbing, and heating equipment. The Board requires and encourages close cooperation with local police, fire, and sheriffs departments and with insurance company inspectors.

An adequate key control system shall be established which will limit access to buildings to authorized personnel and will safeguard against the potential of entrance to buildings by keys in the hands of unauthorized persons.

Records and funds shall be kept in a safe place and under lock and key when required.

Protective devices designed to be used as safeguards against illegal entry and vandalism shall be installed when appropriate to the individual situation.

Legal Ref.: Sections 120.12(1) Wisconsin Statutes
121.02(1)(i)

Cross Ref.: 664, Cash in School Buildings
720, District Safety Policy

Adopted: 1/10/83

Revised: March 1994
June 2002

Waunakee Community School District

Privacy in Locker Rooms

Policy 731.1

Waunakee Community School District

Page 1 of 2

The District shall observe measures intended to protect the privacy rights of individuals using school locker rooms. The following provisions outline the extent to which that protection can and will be provided:

- (1) Locker rooms are provided for the use of physical education students, athletes and other activity groups and individuals authorized by the building principal or by District policy. No one will be permitted to enter into the locker room or remain in the locker room to interview or seek information from an individual in the locker room at any time. Such interviews may take place outside of the locker room consistent with applicable District policies and/or school rules.
- (2) No cameras, video recorders or other devices that can be used to record or transfer images may be used in the locker room at any time.
- (3) No person may use a cell phone to capture, record or transfer a representation of a nude or partially nude person in the locker room or to take any other photo or video image of a person in the locker room.

Students and staff violating this policy shall be subject to school disciplinary action and possible legal referral, if applicable. Other persons violating the policy may be subject to penalties outlined in state law. The building principal or his/her designee shall be responsible for enforcing this policy.

This policy shall be publicized annually and posted in each locker room in the District.

Legal References:

Wisconsin Statutes

- [Section 120.13\(35\)](#) [access to school buildings]
- [Section 175.22](#) [privacy in locker room policy]
- [Section 942.08](#) [invasion of privacy]
- [Section 942.09](#) [representations depicting nudity]
- [Section 995.50](#) [right of privacy]

Cross References:

- WASB PRG 731.1 Sample Policy 1
- 822, News Media Relations
- 830-Rule, Use of Facility regulations
- 830-Exhibit (1), Facility Use Rental Fee Exemption Request
- 830-Exhibit (2), Community Use of Recreational Facilities
- 832, Public Conduct on School Property
- 833, Facility Use – Pet Restriction
- 833 – Exhibit, Facility Use – Pet Restriction
- 851, Advertising in the Schools

Adoption Date: October 2008

Privacy in Locker Rooms

Policy 731.1

Waunakee Community School District

Page 2 of 2

Revised: December 2023

Policies of the Board of Education

Series 700: Support Services

VANDALISM

731.4²

Every citizen of the District, students, and members of the police department are urged by the Board to cooperate in reporting any incidents of vandalism to property belonging to the District and the name(s) of the person (s) believed to be responsible. Each employee of the District shall report to the building principal every incident of vandalism known to him/her and, if known, the names of those responsible.

The superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against school property, which includes school buses owned by the District or owned by a contractor, and is further authorized to delegate, as he/she sees fit, authority to sign such complaints and to press charges.

Legal Ref.: Sections 120.13(8) Wisconsin Statutes
895.035

Adopted: 1/10/83

Revised: March 1994

Waunakee Community School District

Policies of the Board of Education

Series 700: Instruction

**MAINTENANCE AND CONTROL OF
INSTRUCTIONAL MATERIALS**

741

The Board of Education will provide textbooks and other instructional materials and equipment which are necessary to meet the curriculum requirements and special instructional needs of students.

The superintendent will establish regulations pertaining to the acquisition, inventory, maintenance, and replacement of textbooks and instructional materials and equipment, including library books, reference materials, audio-visual aid, and special instructional materials.

Legal Ref.: Section 120.12(1) Wisconsin Statutes

Cross Ref.: 361, Textbook Selection
362, Selection of Instructional Materials
363, Special Interest Materials
683, Inventories
741-Rule, Maintenance and Control of Instructional Materials

Adopted: 1/10/83

Revised: 4/22/91
March 1994
June 2002

Waunakee Community School District

**MAINTENANCE AND CONTROL OF
INSTRUCTIONAL MATERIALS**

361741-Rule

The following regulations will govern the issuance of textbooks and supplies:

- 1) All textbooks will be numbered and marked as the property of the school.
- 2) Students will be issued textbooks free of charge for their course work-, **unless approved by the Board of Education**
- 3) **Each school building** ~~Principals~~ will develop a register of all books and supplies issued to students. They will see that they are used with care and returned at the appropriate time.
- 4) Students will be held responsible for any loss or damage to books issued to them.
- 5) Students may be allowed the use of textbooks during the summer with the permission of the building principal. ~~They will deposit with him/her a guarantee for the return of such books in good condition at least one week before the opening of the fall term.~~

Legal Ref.: Sections 120.13(5)

Cross Ref.: 361, Textbook Selection and Adoption
362, Instructional Materials Selection
363, Special Interest Materials

Adopted: 1/10/83

Revised: 4/22/91
March 1994
June 2002

Waunakee Community School District

USE OF DISTRICT EQUIPMENT AND SUPPLIES BY PERSONS AFFILIATED WITH THE DISTRICT

Waukeek Community School District

Policy 742

Page 1 of 2

~~*(This sample policy establishes a basic expectation that persons who are affiliated with the district (i.e., students and all officials, employees, and agents of the district) may use district equipment and supplies only for district-authorized purposes. In some circumstances, authorized use may include incidental personal use. This sample also provides staff and administrators with general guidelines for responding to inquiries related to the use of district equipment and supplies. A school district that considers this sample policy should ensure that there are no conflicting policies or guidelines in its Employee Handbook.)*~~

Students, officials, employees, and agents (e.g., a school volunteer) of the District shall use District equipment and supplies only for District-authorized purposes. If any person is uncertain whether a particular use of such equipment or supplies is District-authorized, the District expects the person to seek clarification and permission, in advance, from an appropriate administrator or other supervisor.

1. When authorized by the District and when used in compliance with any applicable policies, conditions, or restrictions that have been established by the District, incidental personal use of District equipment or supplies does not violate this policy.¹
2. To the extent any student or any District official, employee, or agent of the District is authorized to use a material quantity of consumable District supplies for a non-District purpose (i.e., for reasons that do not relate to the individual's District-connected role), the person shall be required to reimburse the District for the reasonable cost of such supplies. However, no such authorization shall be given for any outside, for-profit activity, including self-employment.
3. Nothing in this policy prevents a student or any District official, employee, or agent from requesting use of District facilities and District equipment for non-District purposes on the same basis that a non-affiliated third party may request such use, including possible fees, not to exceed the actual costs, incurred by the District as a result of such use.

Consistent with this policy and any other applicable Board policies, the District Administrator or an administrative-level designee may create additional rules and procedures to facilitate the implementation of this policy in specific contexts and to protect the District's interests (e.g., check-out and return procedures for students and employees who are authorized to take temporary possession of District equipment; financial responsibility agreements; etc.).

In the absence of either (1) a clear, District-related operational or educational purpose, or (2) an established rule, procedure, directive, or practice, building-based staff and supervisors who receive requests for clarification/permission regarding authorized use under this policy shall normally either deny the request or refer the inquiry to the District Administrator or his/her administrative-level designee for further review. Reasons that the administration may deny permission include, but are not limited to, avoiding special treatment/favoritism, ensuring

¹ The allowing of incidental personal use is not required by law, and you may prohibit personal use if you wish. The PRG sample allows incidental personal use because such use seems inevitable.

USE OF DISTRICT EQUIPMENT AND SUPPLIES BY PERSONS AFFILIATED WITH THE DISTRICT

Policy 742

Waukeek Community School District

Page 2 of 2

appropriate use of publicly-funded equipment and supplies, and avoiding any unacceptable risk of loss, damage, injury, or liability.

Violations of this policy may lead to disciplinary action. Examples of inappropriate use that would violate this policy (and that would not be likely to be authorized even if permission were requested) include the following:

1. A staff member, without permission, removes District landscaping equipment and power tools from District property to use for a home project.
2. A staff member with access to the building brings a small group of friends or family members to privately use a school's fitness center equipment during a school vacation period.
3. A student, without permission and unrelated to any authorized school project, uses a school's 3D printer and related supplies to create objects for personal use or sale.
4. A staff member uses a District copying machine for a non-District purpose without following District procedures for documenting and paying for personal copies. *Editor's Note: This example should be modified or deleted if a district does not have any procedures that permit staff to make some personal copies of cost.*
5. *[Add any additional examples based on district experience or a desire to emphasize a certain issue.]*

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Legal References:

Wisconsin Statutes

[Section 120.13\(17\)](#) [temporary use of school property, including equipment]

Cross References:

WASB PRG 742 Sample Policy 1

[742-Rule, Equipment Use Guidelines for Departments](#)

[830-Rule, Use of Facility Regulations](#)

Adoption Date: 1/10/83

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Revised: March 1994

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Policies of the Board of Education

Series 700: Support Services

EQUIPMENT USE GUIDELINES FOR DEPARTMENTS

742-Rule

1. Each instructor will be responsible for keeping an accurate inventory of equipment.
2. Each instructor will develop a procedure for signing out equipment to District employees for use in school-related activities.
3. Students will have first priority to the tools and equipment for classroom use. It will be the instructor's responsibility to see that any equipment that has been checked out is returned promptly for the student's use.
4. All repair or replacement cost will be the responsibility of the individual checking out the equipment.
5. Departments will not check out consumable material.

Adopted: 1/10/83

Revised: March 1994

Waunakee Community School District

~~(This sample policy provides general direction regarding the school district's responsibilities under the federal Asbestos Hazard Emergency Response Act (AHERA) and related state laws and regulations. The sample designates one individual to serve as the district-wide asbestos management coordinator, as expressly required under AHERA and under Chapter DHS 159 of the Wisconsin Administrative Code.)~~

To create and maintain a safe environment in its buildings and to comply with the state and federal laws and regulations that govern asbestos management in schools, the [insert position title e.g., "District Administrator," "Director of Facilities and Maintenance," or "District-wide facilities safety coordinator"] shall serve as the District's designated Asbestos Management Coordinator. The Coordinator shall be appropriately trained in his/her duties related to the management of asbestos in the schools. The Coordinator has primary responsibility for ensuring that the District complies with the federal Asbestos Hazard Emergency Response Act (AHERA) and related state laws and regulations. [Editor's Note: The asbestos coordinator will often be the same person/position who has been designated as the district-wide facilities safety coordinator under [PL 8.01\(2\)\(f\)](#) of the Wisconsin Administrative Code. The trained asbestos coordinator does not necessarily have to be a school district employee.]

The District shall annually notify the Department of Health Services of the name and contact information of the District's designated Asbestos Management Coordinator. [Editor's Note: See the Department of Health Services' [Form F-00047](#).]

The District will not discharge any employee or take other retaliatory adverse employment action with respect to the employee's compensation or other terms and conditions of employment because the employee has, in good faith, brought to the attention of the public information concerning any asbestos problem in school facilities.

School District Responsibilities

The District asbestos-related obligations under state and federal law include, but are not limited to, the following:

1. Develop, maintain, and update an Asbestos Management Plan covering each school facility, and retain a current copy of the District-wide plan at the District Office and a copy of the plan for each school facility at the applicable facility. [Editor's Note: AHERA is generally understood to cover facilities used for education programs and the administration of education programs, and also maintenance and storage facilities that are in active use.]
 - a. These plans document the location of asbestos (if any) within each facility, identify recommended asbestos response actions (e.g., abatement or management), and document any action taken to repair or remove asbestos or asbestos-containing material.
 - b. The District is required to maintain a variety of records and documentation for inclusion in the Asbestos Management Plan.
2. Provide annual notice regarding the availability of the District's asbestos management plans. This notice is to be provided to parent and employee organizations, or, in the absence of any such organization(s), to the members of the relevant group.
3. At least once each school year, ensure that workers, students, and other building occupants (or their parents/legal guardians) are informed about asbestos-related inspections, response

actions, and post-response action activities, including periodic reinspection and surveillance activities that are planned or in progress.

4. Perform an original inspection to determine whether asbestos-containing materials are present in any school facility (including leased and temporary facilities) and then re-inspect asbestos-containing material in each building (if any) every three (3) years.
5. Perform periodic surveillance of known or suspected asbestos-containing building materials.¹
6. Ensure that trained and licensed individuals perform all inspections and response actions.
7. Comply with applicable regulations concerning the disposal or transportation of asbestos and asbestos-containing materials.
8. Provide the District's maintenance and custodial staff with asbestos-awareness training and such other training as may be required or appropriate for specific roles.

Legal References:

Wisconsin Statutes

Section 118.075	[indoor environmental quality in schools; local plan required]
Section 121.02(1)(i)	[school district standard for safe and healthful facilities]
Chapter 254, Subchapter II	[toxic substances under state law, including asbestos]
Section 254.20	[state certification card required to perform any asbestos abatement activity or asbestos management activity]
Section 254.21	[requirement for Department of Health Services to regulate asbestos management and asbestos abatement in schools]

Wisconsin Administrative Code

Chapter DHS 159	[certification and training course requirements for asbestos activities]
Chapter DHS 159, Subchapter VII	[requirement of each local education agency to designate a trained asbestos coordinator]
PI 8.01(2)(i)	[regulations related to safe and healthful facilities; plan, inspection, and district-wide coordinator mandates are specified]

Federal Law

20 U.S.C. § 4011 et seq.	[asbestos hazard abatement in schools; technical and financial assistance program (<i>no recent funding</i>)]
15 U.S.C. § 2641 et seq.	[federal Asbestos Hazard Emergency Response Act (AHERA)]
40 C.F.R. Part 763 Subpart E	[federal AHERA regulations; local asbestos management plan, training, notice, and documentation requirements]
40 C.F.R. Part 763 Subpart G	[federal regulations covering asbestos worker protection]

Cross References:

WASB PRG 725 Sample Policy 1
[823, Access to Public Records](#)

¹ [Your current policy provides for 6 month periodic inspections.](#)

ASBESTOS MANAGEMENT

Policy 725

Waunakee Community School District

Page 3 of 3

Asbestos Management Plan

Adoption Date: 4/11/88

Revised: March 1994
June 2002

NOTICE OF ASBESTOS MANAGEMENT PLAN AND ASBESTOS ACTIVITIES

725-Exhibit

Waunakee Community School District

Page 1 of 3

(This sample exhibit addresses two annual notice requirements of the Asbestos Hazard Emergency Response Act (AHERA) in a combined fashion and on district-wide (rather than school-by-school) basis. The first notice requirement (under 40 C.F.R. § 763.91(g)(4)) is to inform certain stakeholders of the availability of the asbestos management plan for school facilities. The second notice requirement (under 40 C.F.R. § 763.84(e)) is to ensure that workers and other building occupants (such as students), or their legal guardians, are informed at least once each year about asbestos-related inspections, response actions, and post-response action activities, including periodic reinspection and surveillance activities that are planned or in progress. There are other ways to structure the notices required by AHERA, such as by addressing the two annual notice requirements separately. In addition, the more buildings that a district has, the less practical it becomes to provide a single, district-wide notice.)

~~**[Insert official name of school district]**~~ **Waunakee Community School District:**
[Insert School Year] NOTICE OF ASBESTOS MANAGEMENT PLAN AND ASBESTOS MANAGEMENT ACTIVITIES

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Dear staff members, parents/guardians, high school students, and representatives of parent-school organizations *[insert if applicable: "and employee organizations"]*: *[Editor's Note: The notice is provided only to high school students because they are the only students who may be adults.]*

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The *[insert official name of school district]* strives to create and maintain a safe and healthful environment at each of its facilities. In the pursuit of safety and to comply with state and federal laws and regulations that govern asbestos management in schools, the District has designated the following individual to serve as the District-wide Asbestos Management Coordinator:

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[Coordinator's Name]
[Job title/Position] Director of Facilities
[Office Address]
[Telephone Number]
[Email address]

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If you have any questions or concerns related to this notice or regarding the presence, management, or removal of asbestos or asbestos-containing materials in any District building, please contact the Coordinator.

In addition, the District maintains an Asbestos Management Plan for its school facilities. *[insert if applicable: "The Asbestos Management Plan that applies to each District school can be found on the District's website at insert web page."]* Upon request, the Asbestos Management Plan for any District school facility is *[also]* available for inspection at the District, without cost, by any person. Upon request, the District will also make and provide a copy of any such plan(s). A reasonable copying fee may be charged as further provided in the District's public records policies/procedures. Please submit requests to inspect or receive a copy of any school's plan to either the Coordinator, the District Administrator, or the Principal of the relevant school(s).

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NOTICE OF ASBESTOS MANAGEMENT PLAN AND ASBESTOS ACTIVITIES

725-Exhibit

Waunakee Community School District

Page 2 of 3

Under the Asbestos Hazard Emergency Response Act (AHERA) and related state laws, the District ensures that qualified persons conduct periodic asbestos-related inspections and perform any asbestos abatement or other asbestos management activities. Below, please find some additional information about the status of asbestos management in the District's school facilities, including any planned or in-progress management activities at particular facilities. **Editor's Note**

Among the structures covered in the definition of "school building" in AHERA and its implementing regulations are any facilities used for the administration of education programs. In addition, according to the EPA, any maintenance and storage facilities that are in active use are also generally covered by AHERA.

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School Facilities Without Asbestos Containing Materials

The following school facilities in the District do not include any known asbestos-containing building materials that are subject to AHERA or other asbestos management regulations:

- Insert the applicable list of school facilities (perhaps by name and street address.)**

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There are no planned inspections, asbestos abatement, or other asbestos management activities planned for the above-listed facilities.

School Facilities Where Asbestos Containing Materials Have Been Identified

In most cases, the presence of asbestos-containing materials in a building is a function of the age of the building. Please note that the identification of asbestos-containing materials does not itself amount to a finding that an active health hazard exists. Some materials can be appropriately managed "in place." The following school facilities in the District are known to have some asbestos-containing building materials that require monitoring, special removal procedures, or other management activities:

- School/Facility:** **Insert**
Date of Most Recent Inspection: **Insert**
Approximate Date of Next Reinspection: **Insert**

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The following asbestos management activities are in progress or planned to occur at this facility within the next 12-months:

- Insert a list or other description, as applicable to this school.**

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- School/Facility:** **Insert**
Date of Most Recent Inspection: **Insert**
Approximate Date of Next Reinspection: **Insert**

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The following asbestos management activities are in progress or planned to occur at this facility within the next 12-months:

- Insert a list or other description, as applicable to this school.**

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Cross References:

**NOTICE OF ASBESTOS
MANAGEMENT PLAN AND
ASBESTOS ACTIVITIES**

Waubesa Community School District

WASB PRG 725 Sample Exhibit 1

Adoption Date:

725-Exhibit

Page **3** of **3**

Date of WASB Update	Proposed Code #	Proposed Title	WASB recommendation	WASB Resource
1/25/2024	345.6	HS Graduation Requirements	<p>High School Graduation Requirements (policy):</p> <p>This sample policy has been updated to address a new state mandate that students must earn a 0.5 credit in personal financial literacy in order to graduate from high school. The legislation provides that the mandate first applies to students graduating from high school in 2028 (i.e., the cohort of students that starts high school in the 2024-25 school year). As further explained in an "Editor's Note" within the sample, different districts (e.g., a district that already requires such a credit) may need to describe the effective date of the credit requirement in different ways. See also the December 2023 issue of the WASB's Policy Perspectives newsletter for</p>	<p>Sample Policy 1 [Highlighted Changes]</p>

12/4/2024	133	Filling Board Vacancies	<p>Filling Board Vacancies (policy): This sample was reviewed and extensively modified in connection with the publications of the October 2023 issue of The FOCUS, which serves as a handbook for vacancy policy development and implementation. Although the overall approach of the sample remains the same, the main changes are that (1) the sample does more to expressly address the contingency of having no applicants; (2) the sample now identifies more language as being optional/discretionary, which makes it more flexible-- particularly for smaller 3 or 5 member boards; and (3) multiple new editor's notes have been edited to provide better guidance about the policy options. Additional changes improve overall flow and clarity. Although the previous version of this sample remains acceptable, working through this updated version would result in an overall better local policy</p>	<p>Sample Policy 1 [Highlighted Changes]</p>
12/4/2024	133	Filling Board Vacancies	<p>Notice of School Board Vacancy (exhibit): This sample notice of a school board vacancy has been edited to make it more flexible and for purposes of overall clarity. The editor's notes were also modified to provide additional</p>	<p>Sample Exhibit 1 [Highlighted Changes]</p>

HIGH SCHOOL GRADUATION REQUIREMENTS

Policy 345.6

Waunakee Community School District

Page 1 of 5

The School Board awards diplomas to recognize those students who have met District-established requirements for high school graduation as set forth in this policy. The District Administrator and High School Principal(s) shall be responsible for the general supervision and management of the graduation of students under this policy. The District's general student nondiscrimination policy applies in all respects to the methods, practices, and materials used for determining the graduation status of students.

A. Attendance/Participation Requirements

One requirement of high school graduation is that the high school student, throughout his/her enrollment in the District, must have been enrolled in a class or participated in an activity approved by the Board during each class period of each school day, or enrolled in an alternative education program approved by the District. The only exceptions to this enrollment and participation requirement are those authorized under state law and approved by the District for the individual student.¹

Four years of high school attendance is generally required for high school graduation. The Board of Education acknowledges that some students are pursuing educational goals which include graduation from high school at an earlier date than their designated class. An application for early graduation must be submitted to the high school principal in accordance with school regulations. The principal may honor this request if all conditions for graduation are met, and the student fulfills the graduation requirements. If a decision is made to deny the early graduation request, the student or parent/guardian may appeal the decision to the District Administrator whose decision shall be final. The student may participate in the graduation ceremonies with his/her designated class.

A student who has attended a high school program (or an equivalent educational program) for the equivalent of four regular school terms (i.e., the equivalent of completing grades 9 through 12) and who has satisfied all other requirements to receive a regular high school diploma does not have the option to unilaterally choose to defer his/her high school graduation date and continue to attend high school.

The District also requires a meaningful period of enrollment in the District and attendance in a District school or program in order to earn a District high school diploma. The minimum period of attendance shall generally include the full semester immediately preceding the student's graduation, during which period the student earned high school credit. An exception to this minimum period may be granted by the District Administrator in extraordinary circumstances where the District Administrator determines that (1) the reason the student did not meet the requirement was reasonably beyond the control of the student and, if under the age of 18, the student's parent or guardian; and (2) instructional staff are able to make a sufficient assessment of the student's academic performance.

B. Course Credit Requirements

The District has established standard credit requirements for high school graduation. All required credits must be earned by completing the course with a minimum passing grade

HIGH SCHOOL GRADUATION REQUIREMENTS

while the student is enrolled in the high school grades. High school course(s) enrolled in by middle school students will not be counted toward high school course credit requirements or GPA..

1. Standard Credit Requirements for Students Granted a Diploma:

- English/Writing Composition 4 credits
- Social Studies 3 credits
- Math 3 credits
- Science 3 credits
- Physical Education 1.5 credits
- **Personal Financial Literacy 0.5 credit**
- Health Education 0.25 credit
- Career Workshop 0.25 credit

- Career and Technical Education, World Language, Fine Arts, and other courses **98.5 credits**

0.5 Health credits are required for graduation by Wisconsin Statute 118.33(1)(a). 0.25 Credits are graded through completion of the Health class at the Middle School and the remaining 0.25 credits are required per the Health Class at the High School.

Up to 0.5 credits of Physical Education requirements may be earned through district approved virtual learning.

The personal financial literacy requirement applies to students graduating from high school beginning in 2028 and beyond.

2. Credit and Graduation Requirement Determination:

- a. The high school principal shall determine if a student has met all requirements for graduation. This includes an evaluation of courses taken at other schools and institutions and accommodations made for students with exceptional educational needs, interest or requirements.
- b. Courses taken at other institutions or schools must have the prior approval of the high school principal to be granted credit at Waunakee Community High School. This prior approval stipulation applies only to students enrolled in the Waunakee Community School District and not to transfer students. Transfer students' records will be evaluated by the high school principal upon the student's acceptance into Waunakee Community High School and the student and his/her parents/guardians will be informed of the remaining credits necessary to meet graduation requirements.
- c. The decision of the high school principal may be appealed to the District Administrator within ten calendar days of the above notification. Appeals to the Board of Education must be made within ten days of the notification of the District Administrator's decision.

HIGH SCHOOL GRADUATION REQUIREMENTS

Policy 345.6

Waukegan Community School District

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3. Certain courses may satisfy one of the state-mandated credit requirements under an equivalency standard. Where the District approves and offers a course under a credit equivalency standard, a student may be eligible to take the course to satisfy a state-mandated credit requirement. One limitation is that the student must not have already taken and received a state-mandated credit for any course that is a direct substitute for the proposed equivalent course such that the student would be repeating essentially the same content/learning standards in two courses. It is the responsibility of the student to verify that he/she will be eligible to receive the specified equivalency credit toward a state-mandated credit requirement.
4. With District approval and if the student satisfies all requirements as set forth in a related [choose: 'policy' or 'rule'], a student who has participated in a District-approved organized physical activity may substitute an additional one-half credit in [choose up to all of the following: English, social studies, math, science, or health education] in lieu of one-half credit of the 1.5 required credits in physical education

C. Civics Test Requirement

In order to be eligible for a District high school diploma, a student must have taken and successfully completed the state-required civics test while enrolled in the high school grades in the District or, as determined by the administration, in another qualifying school or program. For students with disabilities who have an individualized education program (IEP), this requirement shall be modified or waived to the extent provided by the student's IEP and/or by applicable law.

D. Alternative Education Programs and Other Accommodations for Students with Exceptional Educational Interests, Needs or Requirements

Any high school student who has satisfied each of the graduation requirements defined above shall be awarded a diploma signifying his/her graduation from high school. In addition, the District provides other routes to high school graduation, including the following:

A student with a disability who has not otherwise satisfied the District's high school graduation requirements shall earn his/her high school diploma if the student meets the requirements established in the student's Individualized Education Program (IEP), including goals, objectives, accommodations or modifications that provide the student with an opportunity to be eligible for high school graduation.

1. The District provides one or more Board-approved alternative education programs for high school students that provide an opportunity for the student to become eligible for high school graduation. In order to receive a District-issued high school diploma through an alternative education program, the District Administrator, High School Principal or designated program administrator must determine, in consultation with instructors who are familiar with the student's work and progress, that the student has successfully completed the program and demonstrated a level of proficiency in the subjects for which credit is required under the state's minimum graduation requirements that is equivalent to the proficiency the student would have attained if he/she had satisfied the applicable minimum credit requirements defined in state law.

HIGH SCHOOL GRADUATION REQUIREMENTS

Policy 345.6

Waunakee Community School District

Page 4 of 5

2. For students with exceptional needs, interests or requirements not otherwise addressed in this section, the District may also approve, on an individualized basis, a curriculum or program modification for a high school student that provides an opportunity for the student to become eligible for high school graduation.
3. In the event that a qualified veteran, as determined under state law, requests the Board to award a high school diploma, the request shall be filed with the District Administrator and brought to the Board for review and approval.

Legal References:

Wisconsin Statutes

Section 38.12(14)	[attendance at technical college courses]
Section 115.28(7)(e)1	[alternative education program definition]
Section 115.915	[accommodations for school-age parents]
Section 115.997(7)	[on-time graduation of children of military families; waiver and other requirements]
Section 118.13	[student nondiscrimination]
Section 118.15	[compulsory attendance; programs for at-risk students and program/curricular modifications]
Section 118.35	[gifted and talented students]
Section 118.52	[part-time open enrollment]
Section 118.55	[early college credit program]
Section 118.153	[children at risk of not graduating from high school]
Section 118.33(1)	[high school graduation standards, including requirements and local options]
Section 118.33(1)(f)1	[required periodic review and revision of graduation requirement policy]
Section 118.33(1m)(a)	[high school graduation; civics test requirement]
Section 120.12(17)	[school board duty; payment of tuition for University of Wisconsin system courses taken by students for high school credit under certain conditions]
Section 120.13(37)	[awarding high school diplomas to veterans]
Section 121.02(1)(p)	[school district standards; graduation standards]
Chapter 115, Subchapter V	[children with disabilities]

Wisconsin Administrative Code

PI 18	[high school graduation standards]
PI 25	[children at risk plans and programs]

Cross References:

WASB PRG Sample Policy 1

Adoption Date: 11/8/82

HIGH SCHOOL GRADUATION REQUIREMENTS

Waunakee Community School District

Policy 345.6

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Revised: 9/8/86
9/11/88
5/11/92
3/94
2/12/96
2/8/99
4/5/99
10/6/00
February 2002
May 2004
July 2004
January 2005
December 2005
August 2009
January 2014
August 2016
June 2018
January 2023

FILLING BOARD VACANCIES

Policy 133

Sample Policy 1

Page 1 of 6

~~{This sample policy provides a set of basic procedures for filling a school board vacancy, including any vacancy that has not been filled within 60 days of the date on which the vacancy first exists. The procedures establish a process under which the board will generally consider potential appointees following a public notice of the vacancy and an opportunity for interested individuals to declare their interest in serving on the board. If a vacancy remains unfilled after 60 days and upon reaching a voting deadlock among the remaining members of the board, the deadlock is resolved through the random selection of a qualifying nominee. Please refer to PRG 133 Sample Exhibit 3 for an example 1 (notice of a sworn vacancy), 133 Sample Exhibit 3 (declaration of eligibility to hold for office, as expressly referenced within), and 133 Sample Exhibit 4 (notice of appointment) can all be used in connection with this sample policy. If a board is looking for more detailed procedural guidance either as an alternative to this sample policy or in connection with implementing the guidelines established in this sample policy, please refer to either PRG 133 Sample Policy 2 or to the combination of PRG 133 Sample Policy 3, 133 Sample Rule 1, and 133 Sample Rule 2.}~~

~~The appropriate Board officer (normally the Board clerk), as specified in section 17.01(13)(b) of the state statutes (for resignations) or in section 17.17(5) (for other vacancies), or a designee acting on behalf of such officer, shall promptly notify the full Board of any resignation or other vacancy that arises on the School Board. (Editor's Note: This paragraph could be omitted. However, even if the paragraph is omitted, there are statutory requirements for certain officers (almost always the board clerk) to provide notice of board vacancies to the full school board.)~~

Vacancies on the School Board shall be filled in accordance with state law and in substantial compliance with the ~~procedural~~ guidelines ~~outlined~~ and procedures established in this policy. ~~Any appointee to the School Board must be a qualified elector of the District and otherwise eligible to hold the office. (Include if applicable to at least one school board seat in the district: "Any person who fills a Board vacancy in a seat assigned to an apportioned area of the District must also be a resident of the applicable area in which the vacancy occurs.")~~

~~The Board clerk or the clerk's designee shall provide an appointee with notice of the appointment. A qualified elector who is selected to fill a Board vacancy shall not take office unless and until he/she/the person has taken and filed the official oath of office. The An appointee shall file the official oath shall be filed on or before any final deadline that the Board establishes for the appointee to take office. Upon taking and filing the official oath, the individual will an appointee shall also promptly file a campaign finance registration statement if required to do so by law.~~

APPOINTMENT GUIDELINES AND PROCEDURES DURING THE FIRST 60 DAYS OF A VACANCY

During the 60 days immediately following the date on which a vacancy first exists, the Board may fill the vacancy only by an appointment made by a vote of the remaining members of the Board. ~~Any such initial attempt to the fill the vacancy during this 60-day period shall be consistent~~ substantially comply with the following guidelines ~~and procedures, supplemented by any additional procedures that the Board may adopt:~~

1. The District Administrator, or ~~his/hers~~ designee, shall give notice of the vacancy to the public: ~~by, at a minimum, posting information on the District website.~~ The notice shall include ~~relevant information about expressing interest in serving as an appointee, including identifying any~~ deadline for ~~applying to fill the vacancy, submitting letters of application.~~ The

FILLING BOARD VACANCIES

Policy 133

Sample Policy 1

Page 2 of 6

deadline shall be at least [14] days after the date that the notice is first placed on the District website ~~or otherwise first posted or published~~. ***{Editor's Note: There is no statutory mandate to issue a notice soliciting interest in serving as an appointee. This sample assumes the board is willing to take that approach for at least a minimum of 14 days.}***

2. Any qualified elector of the District who is interested in filling the vacancy ~~may~~ shall submit a letter of application ~~(addressing qualifications and interest)~~ the following materials to the office Office of the District Administrator. ~~Applications received by the specified deadline are assured consideration. If no applications are received by:~~

a. ~~A letter of application that includes the deadline~~ applicant's name, the Board President may direct applicant's residential address, contact information, and a statement of the District Administrator to re-issue individual's qualifications and his or her reason(s) for seeking the solicitation of interest with appointment. ***{Editor's Note: This paragraph can be modified to reflect local preferences regarding the deadline for assured consideration extended by up to an additional 14 days. The Board President shall ensure that all Board members are informed information and format of any such extension submissions.}***

b. On or before the date of the Board meeting at which the Board considers the potential appointees, each potential appointee shall also submit a ~~signed~~ *insert if desired: "and sworn"* declaration of eligibility to hold the vacant ~~board~~ Board seat. ***{Editor's Note: Many boards are likely to prefer that such declarations be sworn. However, this provision is not a statutory requirement. It is intended to provide a documented basis for concluding that the potential appointee is eligible to hold office. Other parts of this sample, below, assume that such a declaration will be required. The See PRG includes a 133 Sample Exhibit 3 for sample form forms for this specific purposes such declarations.}***

3. ~~The Applicants who have submitted the required materials by the applicable deadline(s) are assured consideration. If no letters of application are received by the deadline, the Board president may direct the District Administrator to re-post the vacancy notice on the District website, with the deadline for letters of interest being extended by up to an additional [14] days. The president or the president's designee shall consider ensure that all of the Board members are informed of any such extension(s). Step 4 and Step 5 apply only if at least one potential appointee has been identified potential appointees at.~~

2.4. ~~At a properly noticed~~ *insert only if desired: "regular"* Board meeting of the Board. Each that is held after the deadline for submitting letters of application, each potential appointee who submitted the required materials on a timely basis shall be given have an opportunity to make a brief statement, up to [5 minutes] in length, in support of their possible appointment to serve on the Board. The Board may ~~decide by motion or by unanimous consent to ask questions of one or more of the potential appointees.~~ ***{Editor's Note: Adding the optional limitation to "regular" meetings would restrict the board's potential meeting options, as further described in the definitions section, below. It would be reasonable to conclude that the potential complications caused by restricting the process to "regular" meetings outweigh the advantage of trying to avoid the possible manipulation of the appointment process through the timing of meetings. If the board does not limit the process to "regular" meetings, then the appointment process could also occur at any special board meeting that has been called and convened consistent with state law.}***

FILLING BOARD VACANCIES

Policy 133

Sample Policy 1

Page 3 of 6

5. ~~Unless a majority of the Board approves~~Following any debate or deliberation among the Board members regarding the applicants, a standard majority of the total votes cast is required to make an appointment to fill a Board vacancy at this stage.

~~***(WASB Editor's Note: The following sub-paragraphs regarding voting procedures are all optional. As an alternative to including such details in the policy, the board could instead establish voting procedures and/or resolve any voting issues on an ad hoc basis.)***~~

a. ~~Unless an appointment is made by unanimous consent or unless the Board expressly directs~~ the use of a roll call or voice vote, the possible selection of an appointee to fill the vacancy will proceed with the use of signed, written ballots. ~~A standard majority of votes cast shall be required to make an appointment, with any vote for "none of the above" counting as a vote cast~~Any completed ballots shall be retained as District records.

b. ~~If a~~Any write-in vote or any vote for "none of the above" on a ballot shall be counted as a vote cast. However, if a Board member announces that they are abstaining from participation in the decision, then no ballot shall be issued to the Board member, the abstention shall be recorded in the minutes, and the abstention shall not be counted as a vote cast.

c. If needed, multiple rounds of voting will occur. If any Board member objects to conducting more than ~~[5]~~ rounds of voting at any single meeting, he or she may demand that the question of continuing with voting at that meeting be put to a Board vote. Voting will continue only if supported by a majority vote.

~~***(WASB Editor's Note: The remainder of this sample could be considered independently. It does not directly depend on the procedures outlined above for filling vacancies during the first 60 days that the vacancy exists.)***~~

APPOINTMENT GUIDELINES AND PROCEDURES AFTER 60 DAYS

If a Board vacancy has **not** been filled by an appointment made within 60 days of the date on which the vacancy first exists, ~~then~~ the Board will attempt to fill the vacancy ~~using in substantial compliance with~~ the following ~~procedure~~guidelines and procedures, supplemented by any additional procedures that the Board may adopt:

1. If a duly-elected successor (i.e., ~~a person~~ elected at a Spring Election) will be taking office in the seat that is currently vacant within the next 60-day period that follows the initial 60-day period of the vacancy, ~~no other appointee shall serve in the vacant seat in the interim.~~~~then~~ no appointee shall serve in the vacant seat in the interim unless an individual is appointed by a majority vote. ~~***(Editor's Note: There is some legal uncertainty regarding the extent to which a school board may consider the proximity of an election as part of its policy for filling board vacancies. Courts have not addressed the issue in any precedent setting published decisions.)***~~

2. If the ~~unfilled~~ vacancy is **not** filled by the duly elected successor in office pursuant~~subject~~ to the previous paragraph, then at a ~~insert only if desired: "regular"~~ Board meeting ~~that shall be~~ held no later than 45 days after the end of the initial 60-day period of the vacancy, the Board shall ~~make an~~ attempt to appoint a qualified elector to fill the vacancy by a majority vote. ~~If after 5 rounds of voting~~~~***(Editor's Note: Adding the optional limitation to "regular"***~~

FILLING BOARD VACANCIES

Policy 133

Sample Policy 1

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meetings would restrict the board's potential meeting options, as further described in the definitions section, below.}

- a. Prior to such Board still-meeting, the Board may direct the District Administrator to post and otherwise publicize a notice of the vacancy that solicits potential appointees and that includes appropriate instructions for expressing interest in serving as an appointee.
- b. To be eligible for consideration for appointment by a Board vote at such meeting, a potential appointee minimally (1) must have submitted a signed ~~insert if desired: "and sworn"~~ declaration of eligibility to fill the vacancy in question at any time after the occurrence of the vacancy, and (2) must not have withdrawn from consideration. **{Editor's Note: This paragraph can be modified to reflect local preferences for such minimum requirements.}**

2.3. Assuming that there is at least one potential applicant who has been identified for possible appointment, voting will occur at the Board meeting described in the previous step. If the Board is still unable to fill the vacancy after (5) rounds of voting, or after fewer rounds if reduced by unanimous consent, then the chairperson of the meeting shall declare a deadlock and immediately call for nominations in order to break the deadlock by the random selection of a nominee. The following shall apply:

- a. A nominee for the random selection process must be a qualified elector who has submitted a signed ~~insert if desired: "and sworn"~~ declaration of eligibility to fill the vacancy in question and who has not withdrawn from consideration. ~~Each Board member who is present at the meeting may nominate, or support the nomination of, only one nominee.~~
- b. Each nominee, if any, ~~insert if desired: "whose nomination is supported by at least two Board members (inclusive of the Board member who initially made the nomination)"~~ will be included in the random selection process. Each Board member who is present at the meeting may nominate ~~insert if the board requires a nominee to be supported by at least two board members: "or support the nomination of"~~ only one person who is included in the random selection process. The nominee chosen by the random process is thereby selected to fill the vacancy. Each nominee, if any, whose nomination is supported by at least 2 Board members (inclusive of the Board member who initially made the nomination) will be included in the random selection process. Any nominee selected as a result of the random process is thereby selected to fill the vacancy. **{Editor's Note: School boards that have only 3 total members should not include the two optional inserts found in this paragraph. Some 5-member boards, which will have at most only 4 members involved in the appointment process, may similarly wish to consider permitting each remaining board member to nominate one potential appointee to the random selection process without requiring the nomination to be supported by a second board member.}**

3.4. If, for any reason (including the lack of any identified potential appointee), the vacancy is still unfilled 105 days following the date on which the vacancy first existedexists, then steps 2 and 3 of the procedures listed above shall be repeated at ~~insert only if desired: "regular"~~ Board meetings that are held at approximately monthly intervals until either (1) the vacancy is filled, or (2) there are fewer than 60 days before a duly-elected successor will take office in the vacant seat.

FILLING BOARD VACANCIES

Policy 133

Sample Policy 1

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DEFINITIONS

The term "days" as used in this policy means calendar days unless otherwise expressly stated.

IMPORTANT: Select and insert the appropriate definitional paragraph, based on the type of school district. **ONLY** if the district has chosen elsewhere in this policy to expressly require any candidate evaluation procedures or final appointment decisions to be made only at a "regular Board meeting":

OPTION 1 for Common and Union High School Districts:

"For purposes of this policy, a "regular Board meeting" is any Board meeting that is convened pursuant to the Board's lawful authority (e.g., a meeting scheduled by a specific vote of the Board, the regular monthly meeting(s) established by a Board decision or under a Board policy, etc.) **other than** a meeting that has been ~~is requested~~ scheduled and convened ~~as a special board meeting under section 120.11(2) of the state statutes~~ *[insert if desired: "and attended by fewer than all currently seated board members"]*, upon the call or request of an individual board member. ~~Regular Board meetings include any meeting scheduled by a specific vote or directive of the Board and any regular monthly meeting(s) scheduled by a previous Board decision or under a Board policy that establishes a schedule of meetings."~~

OPTION 2 for Unified School Districts (i.e., districts that do not hold an annual meeting of the district's electors):

"For purposes of this policy, a "regular Board meeting" is any Board meeting that is convened pursuant to the Board's lawful authority **other than** a meeting that is called at the individual instance of the Board president *[insert if desired: "and attended by fewer than all currently seated board members"]*. Regular Board meetings include any meeting scheduled by a specific vote of the Board and any regular monthly meeting(s) scheduled by a previous Board decision or under a Board policy that establishes a schedule of meetings. In addition, a meeting that is scheduled pursuant to the filing of a request signed by a majority of Board members under section 120.43(2) *[choose either: "shall" or "shall not"]* be considered a regular Board meeting for purposes of this policy."

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Legal References:

Wisconsin Statutes

Section 11.0202(1)	[individuals holding a local office shall file a campaign registration statement]
Section 17.01(13)	[board member resignations; how made]
Section 17.03	[cause of vacancies]
Section 17.035	[military leave vacancies]
Section 17.17(5)	[clerk to provide notice of vacancies to school board]
Section 17.26	[filling school board vacancies]
Section 17.28	[an appointee takes office immediately upon qualification]
Section 19.01	[oath of office]
Section 59.23(2)(s)	[reporting board member information to county clerks]

FILLING BOARD VACANCIES

Policy 133

Sample Policy 1

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Section 120.05(1)(d)	[board member residency]
Section 120.06(10)	[clerk to provide notice of appointment; timely oath required]
Section 120.12(28)	[school board required to adopt a policy on filling vacancies not filled within 60 days of the date on which the vacancy first exists]
Section 120.17(1)	[clerk to provide municipalities with names and addresses of new board members]

Cross References:

[Insert appropriate cross references to the policy as applicable to your district.]

Adoption Date:

NOTICE OF SCHOOL BOARD VACANCY

Sample Exhibit 1

133-Exhibit

Page 1 of 2

{This sample notice announces a school board vacancy and outlines the general process for submitting a letter of interest and a declaration of eligibility to hold the vacant office as an appointee. This sample notice could be used for publishing formal notice of a board vacancy in the legal notices section of a newspaper, for posting on the district website, and/or for giving notice by other means (e.g., by posting the notice at locations where meeting notices are posted). This sample notice was drafted to coordinate with PRG 133 Sample Policy 1. For any district with a policy and procedures that do not require each applicant for a vacancy to file a sworn declaration of eligibility, this sample can be adapted by modifying or deleting the provisions related to the sworn declaration.}

[INSERT THE NAME OF THE SCHOOL DISTRICT]

NOTICE OF SCHOOL BOARD VACANCY AND SOLICITATION OF INTEREST TO SERVE AS AN APPOINTEE

NOTICE IS HEREBY GIVEN to the electors of the [insert name of school district] that there is a current vacancy on the School Board in the office formerly held by [insert name of prior incumbent]. The School Board intends to attempt to appoint a qualified elector of the District to fill the vacancy under a term of office that shall expire on [insert the expiration date of the appointee's term].

[Include the following sentence if the vacant seat is assigned to either an apportioned area of the school district or to a designated election district: "In order to be eligible to serve as an appointee in the vacant seat, the individual must also reside in [insert a description of the relevant geographic portion of the school district]."]

Any eligible person who desires to be considered for appointment to this public office may file the following materials at the Office of the District Administrator:

{Editor's Note: List the locally-required application materials, as determined by the applicable board policy or pursuant to any other decision of the school board. The two items listed below are included because they are the materials required by PRG 133 Sample Policy 1. A district should modify the list as needed to reflect the actual local requirements.}

1. A letter of interest that identifies the potential appointee's name, residential address, [insert if desired: "email address,"] and phone number, and that also addresses the individual's qualifications and the reasons that the applicant is interested in serving on the School Board.
2. A Declaration of Eligibility to hold the vacant board seat. The relevant form is available upon request from the Office of the District Administrator." [Include if the board requires a sworn declaration: "The Declaration must be signed and sworn to before a notary public or another official who is authorized to administer general oaths."]

[Insert the applicable filing instructions/deadlines—e.g., "To ensure consideration as a potential appointee, the letter of interest must be **received in the Office of the District Administrator by [4:00 p.m.] on [insert the appropriate date]**, and the Declaration of Eligibility must be completed and received in the Office on or before the date of the Board meeting at which the Board considers the potential appointees."]

NOTICE OF SCHOOL BOARD VACANCY

133-Exhibit

Sample Exhibit 1

Page 2 of 2

The required materials may be hand delivered during the District's regular business hours at the Office of the District Administrator, which is located at [insert the street address]. Alternatively, the materials may be sent via U.S. Mail to [insert mailing address] [insert if desired: "or sent as a scanned email attachment to [insert the relevant email address]"]. It is the sole responsibility of the individual who is submitting the materials to verify that the District has received the completed materials on a timely basis.

Inquiries regarding this Notice may be directed to [insert District Administrator's name and title] by telephone at [insert telephone number] or by email at [insert email address].

Date of Notice: [DD/MM/YYYY]

Adoption Date:

DECLARATION OF ELIGIBILITY TO HOLD OFFICE

Sample Exhibit 3

133-Exhibit

Page 1 of 4

{The following is an optional form, to be completed by potential appointees to fill a vacancy, that a school board could choose to require to establish a basis for believing that the individuals who express an interest in serving as an appointee for a vacancy would be fully eligible to hold the office, if appointed.

The sample is provided in three different versions, ordered from most formal (a sworn declaration) to least formal (a “signed and dated” declaration):

- 1. VERSION 1: A sworn declaration that must be administered by and additionally signed by a notary public or by another official who is authorized to administer general oaths for sworn documents. This version is the most formal of three samples and is modeled on the mandatory “Declaration of Candidacy” form that is used in connection with becoming a candidate in an actual school board election (i.e., to qualify for the ballot). A false statement on a sworn document could subject the potential appointee to a legal penalty. IMPORTANT: Due to statutory limitations on the school district clerk’s authority to administer oaths, the school district clerk may not administer the oath for this sworn version of the form unless the current clerk is also a notary public. See sections [120.17\(10\)](#) and [887.01\(1\)](#) of the state statutes.*
- 2. VERSION 2: A declaration that must be signed in the personal presence of a witness who is at least 18 years of age and who is not related to the potential appointee. The witness also signs the form.*
- 3. VERSION 3: A declaration that only needs to be “signed and dated” by the potential appointee. In this least formal version, the various statements are structured as self-certified statements of agreement.*

IMPORTANT: If a school board decides to require potential appointees to submit such a declaration of eligibility to hold office, the board should clearly specify (whether in policy or by a motion applicable to a specific vacancy) which version(s) of the form the board will treat as sufficient. Due to the significance of the appointment process, it is likely that many boards will choose to require the formal sworn declaration.

If desired, locally-relevant information about filing the form (e.g., filing office, permissible method(s) of filing, and any deadline) could be added to the bottom of any of the versions of the form. Consider placing any such filing instructions in a box or giving some other visual signal that both separates and highlights the instructions.}

DECLARATION OF ELIGIBILITY TO HOLD OFFICE

Sample Exhibit 3

133-Exhibit

Page 2 of 4

VERSION 1: Sworn Declaration

[PRE-INSERT THE NAME OF THE SCHOOL DISTRICT]

DECLARATION OF ELIGIBILITY TO HOLD OFFICE AS AN APPOINTEE TO THE SCHOOL BOARD

*This document shall be sworn before a notary public or other official who is authorized to administer oaths.**

I, _____, being duly sworn, state that
(Print the name of the person wishing to be considered for appointment)

I am willing to be considered for selection as an appointee to a vacancy in the public office of school board member *[if either is applicable, pre-insert any seat number or a description of any apportioned area relating to the vacant seat]*, in the *[pre-insert the name of the school district]*.

I further state that I meet the applicable age, citizenship, residency, and voting qualification requirements prescribed by the constitutions and laws of the United States and the State of Wisconsin for holding said public office and that I will otherwise qualify for said public office if I am selected as the appointee.

I further state that I have not been convicted of a felony in any court within the United States for which I have not been pardoned and that I know of no reason that would otherwise make me ineligible to hold said public office.

My municipality of residence for voting purposes and my present residential address are as follows:

Town of _____ OR Village of _____ OR City of _____

House (or Fire) No. _____ Street Name _____ Mailing Municipality and State _____ Zip Code _____

(Signature of the person, named above, wishing to be considered for appointment)

STATE OF WISCONSIN

County of _____ } ss.
(County where sworn)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Signature of person authorized to administer oaths)

(Printed name)

Notary Public or _____
(Official title, if not a notary)

For a Notary: My commission expires _____ or is permanent

NOTARY SEAL REQUIRED IF THE OATH HAS BEEN ADMINISTERED BY A NOTARY PUBLIC.

*** THE SCHOOL DISTRICT CLERK MAY NOT ADMINISTER THE OATH FOR THIS FORM UNLESS THE CLERK IS ALSO A NOTARY PUBLIC.**

DECLARATION OF ELIGIBILITY TO HOLD OFFICE

Sample Exhibit 3

133-Exhibit

Page 3 of 4

VERSION 2: Declaration with a Witness Signature

[PRE-INSERT THE NAME OF THE SCHOOL DISTRICT]

DECLARATION OF ELIGIBILITY TO HOLD OFFICE AS AN APPOINTEE TO THE SCHOOL BOARD

This document shall be signed in the presence of a witness who is at least 18 years of age and who is not related to the declarant by blood, marriage, or adoption.

I, _____, state and represent that I am willing
(Print the name of the person wishing to be considered for appointment)

to be considered for selection as an appointee to a vacancy in the public office of school board member *[if either is applicable, pre-insert any designated seat number or a description of any apportioned area relating to the vacant seat]*, on the School Board of the *[pre-insert the name of the school district]*. I further state, represent, and agree with all of the following:

1. I meet the applicable age, citizenship, residency, and voting qualification requirements prescribed by the constitutions and laws of the United States and the State of Wisconsin for holding said public office.
2. I have not been convicted of a felony in any court within the United States for which I have not been pardoned.
3. I will otherwise qualify for said public office if I am selected as the appointee, and I know of no reason that would otherwise make me ineligible to hold said public office.
4. My municipality of residence for voting purposes and my present residential address are as follows:

Town of _____ OR Village of _____ OR City of _____

House (or Fire) No. _____ Street Name _____ Mailing Municipality and State _____ Zip Code _____

By signing this Declaration, I, as declarant, certify and affirm that all of the information stated and represented in this Declaration is true and accurate to the best of my knowledge. I understand and agree that the officers of said School District may act in reliance on the statements and representations that I have made herein.

Signature of the person, named above, wishing to be considered for appointment

Date Signed

STATEMENT AND SIGNATURE OF WITNESS:

I am the witness whose signature appears below. I am at least 18 years of age. I personally know the above-named declarant, or I have personally verified the identity of the above-named declarant using a government-issued photo ID. I am not related to the declarant by blood, marriage, or adoption. **The declarant personally signed this document in my physical presence.**

Witness Signature: _____

Date Signed: _____

Legibly Print the Name of the Witness: _____

Address of the Witness: _____

DECLARATION OF ELIGIBILITY TO HOLD OFFICE

Sample Exhibit 3

133-Exhibit

Page 4 of 4

VERSION 3: Signed and Dated Declaration (Self-Certified)

[PRE-INSERT THE NAME OF THE SCHOOL DISTRICT]

DECLARATION OF ELIGIBILITY TO HOLD OFFICE AS AN APPOINTEE TO THE SCHOOL BOARD

I, _____, state and represent that I am
(Print the name of the person wishing to be considered for appointment)

willing to be considered for selection as an appointee to a vacancy in the public office of school board member *[if either is applicable, pre-insert any designated seat number or a description of any apportioned area relating to the vacant seat]*, on the School Board of the *[pre-insert the name of the school district]*. I further state, represent, and agree with all of the following:

1. I meet the applicable age, citizenship, residency, and voting qualification requirements prescribed by the constitutions and laws of the United States and the State of Wisconsin for holding said public office.
2. I have not been convicted of a felony in any court within the United States for which I have not been pardoned.
3. I will otherwise qualify for said public office if I am selected as the appointee, and I know of no reason that would otherwise make me ineligible to hold said public office.
4. My municipality of residence for voting purposes and my present residential address are as follows:

Town of _____ OR Village of _____ OR City of _____

House (or Fire) No. Street Name Mailing Municipality and State Zip Code

By signing this Declaration, below, I certify and affirm that all of the information stated and represented in this Declaration is true and accurate to the best of my knowledge. I understand and agree that the officers of said School District may act in reliance on the statements and representations that I have made herein.

Signature of the person, named above, wishing to be considered for appointment

Date Signed

Adoption Date:

**DEPARTMENTAL GUIDELINES TO
ENSURE ACCESS TO LMTC**
Waunakee Community School District

Policy #362.2
Rule
Page 1 of 2

To ensure easy access to the LMTC, these district-wide guidelines shall be followed:

- 1) Collections of print and non-print materials to support the Waunakee Community School District (“District”) curriculum and to provide for District student recreational interests shall be provided in sufficient amounts, ~~subject to the discretion of the District.~~ See policy 361.2 for a more detailed description of the District selection policy.
- ~~2) Duplicate copies of titles may be made available if patron demand requires it, and titles will be placed on reserve.~~
- 3) **2) WCSD Internal** Interlibrary Loans shall be provided for all students and staff members.
 - ~~a. District media centers will participate in inter library loan and other resource sharing operations with other school districts and public libraries (via DPI’s Wisconsin Reference & Loan Library) to the extent feasible.~~
 - b. The decision to loan material is at the discretion of the lending library media center. Prior to deciding to loan materials, the lending library media center shall first consider the interests of its primary clientele.
 - c. The lending media center retains the privilege of deciding in each case whether a particular item is available for loan, and ordinarily will not loan licensed software, equipment, reference materials, and materials for which there is a recurring high demand.
 - d. **WCSD lending media centers will** ~~In cases where the District is the borrowing media center, the District shall make every effort to exhaust its own resources before requesting an inter library loan;~~ maintain accurate records of those using borrowed materials; and make every effort to return borrowed materials promptly.
- ~~4) Basic reference materials, such as dictionaries, shall be provided for District classrooms on a permanent loan basis.~~
- 5) **3) Classroom collections to support units of study and reserve books may be furnished to District classrooms upon request. Learning materials to support units of study may be loaned to District teachers upon request.**
- ~~6) Special collections such as professional materials for teachers and high interest/low vocabulary materials for students with reading problems may be supplied upon request.~~
- ~~7) Equipment necessary to utilize non-print materials shall be furnished in sufficient amounts to allow reasonable access to such materials in District facilities.~~
- 8) **4) Circulation regulations policies** shall allow District students and staff to readily obtain materials for use throughout the District and at home.
- 9) **5) Circulation policies** ~~Loan regulations~~ shall allow designated materials to circulate **be checked out** for reasonable periods of time with provision for easy material renewal, ~~and District students shall be permitted to exchange materials.~~

DEPARTMENTAL GUIDELINES TO ENSURE ACCESS TO LMTC

Waunakee Community School District

Policy #362.2
Rule

Page 2 of 2

- ~~10) Subject to copyright guidelines, single photocopies of information shall be provided to District students for purposes of study or research at no cost.~~
- 11 **6)** The quantity of materials borrowed shall not be limited for District students in grades **6 7** through 12. Reasonable quantity restrictions may be placed on District students in grades K through **5 6**.
- 12 **7)** Subject to reasonable limitations established by the District **staffing and school schedules**, the District media centers shall be open **during the entire school day, as well as before school, after school, and during the noon hour** **for use by our learning communities within staff contract hours.**
- 13 **8)** The District media centers shall not be used for activities which interfere with their use by District students, unless approved by the Board of Education.
- 14 **9)** ~~District students shall have access to a District media center through study halls as well as scheduled class visits.~~ **Students with study halls will have access to their school's media center.** In addition, an open and flexible schedule for all media centers **servicing seventh to twelfth grade** will ~~shall~~ be administered to provide an opportunity for use by District classes and by individual District students when that use is appropriate, timely, and educationally significant.
- 15 **10)** Subject to reasonable **and contractual** limitations established by the District, the District media center staff shall be available whenever needed by District students and teachers.
- 16 **11)** Subject to reasonable limitations established by the District, the District media centers **and/or materials** shall be accessible and usable by all District students.

Cross Ref.: 771, Printing and Duplicating Services (Copyright)

Adoption Date: 4/11/88

Revised: March 1994
January 2002
July 2005

**Revised/
Renumbered:** April 2023

Policies of the Board of Education

Series 700: Support Services

**FEE SCHEDULE FOR TRANSPORTATION
TO AND FROM BABYSITTERS**

751-Exhibit

Parents/guardians of children in grades K-64 who live in the Village of Waunakee within the 1.0 mile range and would like their children to be transported by bus to and/or from a babysitter or licensed daycare center who lives beyond the 1.0 mile range, but within the District boundaries, shall be charged a fee as follows:

\$125.00 per year per student – 1-way transportation

\$250.00 per year per family – 1-way transportation

\$250.00 per year per student - 2-way transportation

\$500.00 per year per family - 2-way transportation

Parents/guardians of children in grades PreK-64 who live in the Village of Waunakee within or outside the 1.0 mile range and would like their children to be transported by bus to and/or from a licensed daycare provider with more than 17 students, but within the 1.0 mile range shall be charged based on the fee schedule listed above.

~~Parents/guardians of children in grades 5-12 who live in the Village of Waunakee within the 1.75 mile range and would like their children to be transported by bus to and/or from a babysitter who lives beyond the 1.75 mile range, but within the District boundaries shall be charged a fee based on the schedule above.~~

~~Fees will be pro-rated for partial year transportation. There will be no overloading of buses.~~

This service will be provided only as long as space is available on the bus for all students living outside the one or 1.75 mile limit whichever is applicable.

Should the transporting of a student to a babysitter create an overload of a bus, this service will be discontinued and a pro-rated refund will be made to the parent/guardian.

For safety reasons, the district can only allow for one consistent pick-up point in the morning and one drop-off point in the afternoon. The district's business manager **Executive Director of Operations** may approve a second pick-up or drop-off point if it is consistent every week.

Adopted: 4/14/86
Revised: 5/11/87
March 1994
September 1994
12/11/95
June 2002
November 2003
May 2006
August 2007

NONDISCRIMINATION IN DISTRICT PROGRAMS, ACTIVITIES, AND OPERATIONS

Policy ~~113~~
413/513

Waukeek Community School District

Page 1 of 12

{This sample policy presents a nondiscrimination statement that is intended to comprehensively recognize all of the nondiscrimination obligations that apply to school districts and all of the rights of students, employees, and others to be free from discrimination within school district programs, activities, and operations. The sample includes a number of statements that satisfy mandates found in the federal Title IX regulations. (1) the designation of nondiscrimination coordinators, (2) the procedures for submitting reports and complaints of unlawful discrimination (including requirements for staff to further report knowledge of possible discrimination), and (3) addressing prohibited retaliation also incorporate and coordinate with standards and requirements established in the 2024 Title IX regulations. This sample assumes that the district has designated separate nondiscrimination coordinators who have a primary focus on either student matters or employment matters, and that both of those employees will also serve as a designated Title IX Coordinator. Refer to PRG 113 Sample Policy 2 for a sample that presents a "single Title IX Coordinator" model.}

The ~~{insert official name of school district}~~ Waukeek Community School District prohibits all forms of unlawful discrimination against students, employees, and other persons in all aspects of the District's programs, activities, and operations. The term "unlawful discrimination" encompasses any unlawful policy, practice, conduct, or other unlawful denial of rights, benefits, or privileges that is based on any legally-protected status or classification (e.g., race, color, national origin, sex, sexual orientation, disability, religion, age, etc.).

Various state and federal laws establish the actions that do (and do not) constitute unlawful discrimination with respect to each protected status or classification. Where applicable, unlawful harassment that is based on a legally-protected status is one form of unlawful discrimination. *{Insert as a clarification if desired: "To the extent encompassed by the applicable laws, discrimination based on "sex" can include any unlawful discrimination that is based on sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, or gender identity."}* *{Editor's Note: Case law under Title VII of the Civil Rights Act, specific provisions within the 2024 Title IX regulations, and Title IX case law within the federal Seventh Circuit Court of Appeals have interpreted/defined sex-based discrimination to extend, in at least some situations, to each of the components/characteristics/conditions listed in the optional clarifying sentence that precedes this note. Unless the 2024 Title IX regulations are invalidated or amended, or unless the relevant Title IX court decisions are overruled or substantially modified or narrowed, school districts will have obligations to apply Title IX in a manner that accounts for those additional sex-related components/characteristics/conditions regardless of whether the clarifying sentence is, or is not, included in the local policy.}*

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The District requires and will enforce nondiscrimination in a manner that is consistent with applicable constitutional provisions and with the rights and obligations that are established under all applicable state and federal civil rights laws, including but not limited to the current provisions of the following federal laws, which jointly serve to identify and protect the rights of students, employees, and other persons:

- Title IX of the Education Amendments of 1972 (sex discrimination);
- Section 504 of the Rehabilitation Act (disability discrimination);

NONDISCRIMINATION IN DISTRICT PROGRAMS, ACTIVITIES, AND OPERATIONS

Policy ~~113~~
413/513

Waukeek Community School District

Page 2 of 12

- The Americans with Disabilities Act (including both the employment-related provisions of the ADA as well as Title II of the ADA, which broadly prohibits discrimination on the basis of disability in state and local government services);
- Titles IV and VI of the Civil Rights Act of 1964 (addressing discrimination based on race, color, national origin, sex, or religion);
- The Age Discrimination Act of 1975 (age discrimination);
- The nondiscrimination provisions of the Elementary and Secondary Education Act;
- *[include if applicable: "The civil rights provisions associated with the District's participation in federal nutrition programs."]*¹

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There are a significant number of additional state and federal nondiscrimination laws that are not listed above that further establish the rights of students and/or employees. In recognition of such laws, the District maintains additional nondiscrimination policies and rules that specifically and uniquely cover students (see, for example, *[Policy 411 and Policy 411.1]* within the District's policy manual) and all aspects of employment and personnel administration within the District (see, for example, *[Policy 511 and Policy 512]*).

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Special Statement Regarding Sex Discrimination under Title IX

As mandated by the federal Title IX statutes and by the regulations set forth in Part 106 of Title 34 of the Code of Federal Regulations ("the federal Title IX regulations"), the District does not unlawfully discriminate on the basis of sex and prohibits all forms of unlawful sex discrimination in any education program or activity that the District operates. Title IX's requirement not to discriminate on the basis of sex in any education program or activity includes, but is not limited to, discrimination affecting students and discrimination in District employment. Inquiries regarding how Title IX and the federal Title IX regulations apply to the District may be referred to a District Title IX Coordinator (as designated below), to the Assistant Secretary for Civil Rights at the U.S. Department of Education, or to both. *[Editor's Note: The statements in this paragraph reflect mandatory elements of school district nondiscrimination policies and related Title IX notices. See 34 C.F.R. § 106.8.]*

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Designation and Authorization of Nondiscrimination Coordinator(s)

Any questions concerning the District's nondiscrimination and equal opportunities policies, general policy compliance, the application of any nondiscrimination law to the District, or the District's reporting and complaint procedures may be directed to either of the District's nondiscrimination and equal opportunity coordinators: *[Editor's Note: Some districts may prefer to modify the structure of the "primary focus" of the coordinators to instead have one coordinator who has a primary focus on student matters and another coordinator within a primary focus on all non-student matters, including employment.]*

¹ Your district does not participate in the National School Lunch Program and other federal nutrition programs so this text can be deleted.

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<p>The staff member holding the following position serves as the District's designated Student Nondiscrimination Coordinator, with a primary focus on student matters and other non-employment-related matters:</p> <p>[REGULAR POSITION TITLE]Special Education Director [PHYSICAL OFFICE ADDRESS] [OFFICE MAILING ADDRESS, if different] [OFFICE TELEPHONE] [DISTRICT-ISSUED EMAIL ADDRESS]</p>	<p>The staff member holding the following position serves as the District's designated Equal Employment Opportunities Coordinator, with a primary focus on employment-related matters:</p> <p>[REGULAR POSITION TITLE]Human Resources Director [PHYSICAL OFFICE ADDRESS] [OFFICE MAILING ADDRESS, if different] [OFFICE TELEPHONE] [DISTRICT-ISSUED EMAIL ADDRESS]</p>
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- ~~*{Editor's Note: Some districts may need to substantially modify the description of the various roles of their designated nondiscrimination coordinators, as well as the presentation of relevant contact information. For example, some districts may carve out the Section 504/ADA coordinator role to be performed by a different individual. Or, a district may have two "generalist" nondiscrimination coordinators, but designate one of those individuals as the district's only Title IX Coordinator.}*~~ Retaining their primary area of focus in either employment or student/non-employment matters, the role of the nondiscrimination and equal opportunity coordinators identified above includes serving as District-designated:

- ~~Title IX Coordinators (regarding prohibited sex discrimination). *{Editor's Note: There are sound reasons for designating no more than either one or two Title IX Coordinators and for using delegation procedures when necessary (i.e., rather than designating additional coordinators). As further addressed below in this sample, the U.S. Department of Education now requires school districts that have more than one Title IX Coordinator to expressly designate a lead Title Coordinator who has "ultimate" oversight responsibility for compliance with Title IX. This sample assumes that the district will have, at most, two Title IX Coordinators.}*~~
- Section 504 and Americans with Disabilities Act Coordinators (i.e., for disability rights and disability-based discrimination issues).
- Federal Age Discrimination Act Coordinators.

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- ~~*Insert this general statement of responsibilities if desired: "The District's nondiscrimination and equal opportunity coordinators have responsibility for coordinating the District's efforts to implement this policy and to adhere to applicable nondiscrimination laws, including coordinating the District's response to any complaint or report alleging noncompliance with, or acts in violation of, any of those laws."*~~ Although each of the nondiscrimination and equal opportunity coordinators identified above has a primary area of focus (i.e., either in employment matters or in student/non-employment matters), those divisions are not absolute and each coordinator may need to be directly involved in a matter that is outside of their primary area of focus, such as when a matter is affected by a conflict of interest or when the

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coordinator who would normally be more directly involved is temporarily absent or otherwise unavailable.

3. The District's nondiscrimination coordinator for student matters is also designated to receive any student discrimination complaints arising under section 118.13 of the state statutes and Chapter PI 9 of the Wisconsin Administrative Code.
4. The following apply to the District's designated Title IX Coordinators:

- The ~~insert appropriate position title~~ Human Resources Director, is designated as the District's lead Title IX Coordinator who has ultimate oversight responsibility for coordinating the District's efforts to comply with Title IX and the federal Title IX regulations, including monitoring the District's consistent compliance with its Title IX responsibilities.
Editor's Note: Under the 2024 Title IX regulations, a school district that has more than one Title IX Coordinator must designate one of its coordinators as having ultimate oversight of the district's Title IX responsibilities and Title IX compliance.
- Any Title IX Coordinator other than the lead Title IX Coordinator is a secondary Title IX Coordinator. Any secondary Title IX Coordinator, as well as and any designee performing specific duties on behalf of any Title IX Coordinator, shall keep the lead Title IX Coordinator reasonably informed of pending Title IX matters, including the receipt of reports of possible unlawful sex discrimination and the initiation, ongoing status, and resolution of any Title IX-related complaint or investigation.

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District Responses to Information, Reports, and Complaints about Unlawful Discrimination

Editor's Note: To encourage consistency, this section applies general Title IX standards for responding to information, reports, and complaints of sex discrimination to all types of unlawful discrimination covered by this policy. Other approaches would be possible.

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Applicable laws require the District, the District's designated nondiscrimination and equal opportunity coordinators, and all District employees to be responsive to known information about possible unlawful discrimination or prohibited retaliation. The Board's general expectations for responding to such information include the following:

1. Any time the District has knowledge of conduct that reasonably may constitute unlawful discrimination or prohibited retaliation occurring within the District's programs, activities, or operations, the District—primarily through the District's designated nondiscrimination and equal opportunity coordinators and the Board's other administrative-level and supervisory agents—will respond promptly and effectively in a manner that is consistent with District policies and procedures and with the specific obligations that are defined in applicable state and federal nondiscrimination laws.
 - a. Some of the District's legal duties and obligations apply based solely on the District having sufficient notice of the conduct, even if no complaint is ever submitted/pursued.
Editor's Note: This is an optional clarification/reminder.

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b. When a District-designated Title IX Coordinator has been notified of conduct that reasonably may constitute sex discrimination or prohibited retaliation under Title IX, the Title IX Coordinator must perform, or ensure that another authorized agent of the District who is acting as a designee performs, all applicable Title IX Coordinator duties specified in the Title IX regulations, including the duties specified in section 106.44(f) of the regulations. *[Editor's Note: This is an optional clarification/reminder.]*

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2. All District employees are required to notify one of the District's designated nondiscrimination and equal opportunity coordinators when the employee has information about conduct that reasonably may constitute unlawful discrimination (or any related acts of prohibited retaliation) within the District's programs, activities, or operations. *[Insert if desired: "As a limited exception, an employee is strongly encouraged, but not strictly obligated, to report information about an incident or situation in which the employee, but not any student, was personally subject to conduct that reasonably may constitute unlawful discrimination or prohibited retaliation against that employee."]* *[Editor's Note: The Title IX regulations require all school district employees (other than designated "confidential employees", if any) to notify a Title IX Coordinator of such information, but the regulations also allow the exception provided by the optional text. This provision is written to extend the Title IX employee reporting obligation to all types of unlawful discrimination.]*

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a. If an employee has information concerning possible sex discrimination in violation of Title IX, the employee shall fulfill the obligation described in the previous paragraph by notifying a District Title IX Coordinator of the information. *[Editor's Note: As written, this paragraph and the preceding paragraph assume that the district has not designated any "confidential employees" within the meaning of the Title IX regulations.]*

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b. In a situation in which the employee believes the appropriate coordinator would have a conflict of interest, such as in a situation where the coordinator is alleged to have personally engaged or participated in prohibited conduct, the employee shall directly notify the District Administrator of the relevant information.

A report of possible unlawful discrimination or prohibited retaliation under this policy is to be treated as a "complaint" if (1) the report can be objectively understood as a request for the District to investigate and make a determination about alleged unlawful discrimination or prohibited retaliation under one of the District's anti-discrimination complaint/grievance procedures, **and** (2) the person making the report is authorized by law or by District policy to initiate the applicable complaint/grievance procedures.

The Board's general expectations for responding to complaints and other reports of conduct that reasonably may constitute unlawful discrimination or prohibited retaliation include the following:

1. If a report constitutes a "complaint," then the complaint will be processed according to the anti-discrimination complaint/grievance procedures that the District determines are most applicable to the facts and circumstances. Such procedures may allow for the use of an informal resolution process in some circumstances. *[If desired, insert as a reminder of]*

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additional obligations that may apply: "In addition, in some situations, such as under the federal Title IX regulations, applicable law and District policies may require the District's designated nondiscrimination and equal opportunity coordinators or other agents of the District to take other specific actions in response to such a complaint." [Editor's Note: An example of "other specific actions" includes the provision of appropriate supportive measures to the parties to a complaint, as required under Title IX.]

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2. For other "reports" of possible unlawful discrimination or retaliation (e.g., when the person reporting the information is **not** requesting an investigation and determination or when the person reporting the information is **not** authorized by law or District policy to use a complaint to initiate any of the District's complaint/grievance procedures), the following apply:
 - a. The District is **not** required to (but may choose to) initiate District-established complaint/grievance procedures based on the person's report.
 - b. If the information reported by such a person could reasonably constitute unlawful discrimination or retaliation, then the expectation is that the District—usually through a designated nondiscrimination coordinator—will at least respond to the information/allegations(s) in a prompt and reasonable manner that is calculated to further determine whether unlawful discrimination may be occurring and, if so, to take prompt and effective steps intended to ensure that any discrimination is ended and does not recur. *If desired, insert as a reminder of additional obligations that may apply: "In addition, in some situations, such as under the federal Title IX regulations, applicable law may require a designated nondiscrimination coordinator or other agents of the District to take specific actions in response to being notified of conduct or other reported information or allegations that could reasonably constitute unlawful discrimination."*

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Any Person May Report Discrimination to the District

The District is committed to the appropriate resolution of any complaint or other report that alleges or otherwise presents information to the District about conduct, or about a District policy or practice, that may reasonably constitute (1) unlawful discrimination or a violation of a District nondiscrimination policy, including any form of prohibited harassment that is based on a legally-protected status; or (2) any type of retaliation that is prohibited by a nondiscrimination law or a District nondiscrimination policy.

Accordingly, unless otherwise specified by a state or federal law, any person (including a person who is not claiming to have been personally harmed/victimized by the alleged conduct or challenged policy) may report information about or, if eligible, submit a complaint alleging possible prohibited discrimination or prohibited retaliation as follows:

1. To either of the District's designated nondiscrimination and equal opportunity coordinators, using the contact information provided above and any of the following methods:
 - a. By in-person delivery (whether the report is made verbally or in writing);
 - b. By U.S. mail;

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- c. By telephone; or
- d. By electronic mail.

2. By any other means that results in the applicable nondiscrimination coordinator actually receiving the person's verbal or written report. *[Insert if desired as a clarification of the intent of this paragraph: "For example, a person may arrange to have an agent or other intermediary submit their report to a District-designated nondiscrimination or equal opportunity coordinator on their behalf."]*

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3. *If desired, insert the following to address conflicts of interest as a potential exception to the normal reporting procedures: "If the report would identify one of the District's designated nondiscrimination or equal opportunity coordinators as being personally responsible for alleged discrimination or retaliation, then the report may be filed directly with the [insert the alternative position—e.g., "District Administrator"] either in person at [insert the applicable office address]; by U.S. mail addressed to [insert the applicable mailing address]; or by electronic mail sent to the District Administrator's District-issued email address."* *[Editor's Note: Particularly if the district has designated two (or more) nondiscrimination and Title IX Coordinators, it may not be necessary to designate any other administrator(s) to also receive reports/complaints of possible discrimination in scenarios that involve a possible conflict of interest.]*

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[Editor's Note: The reporting procedures listed above were drafted to accommodate the definition of a "complaint" under the Title IX regulations. Under that definition, a complaint may be made orally or in writing, if the district offers additional methods for filing reports and complaints of discrimination, such as an online form or other electronic submission portal, then the above language would need to be modified to identify such additional procedures.]

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[Insert if desired: "When a report of possible unlawful discrimination or retaliation is not submitted in person directly to one of the District's designated nondiscrimination and equal opportunity coordinators, the person submitting the report is strongly encouraged to contact the District to confirm that their report was actually received as intended."] *[Editor's Note: this provision is entirely optional.]*

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[Insert if desired: "The District's designated nondiscrimination and equal opportunity coordinators shall make reasonable efforts to identify barriers to reporting conduct that may constitute unlawful discrimination within any District program or activity. The coordinators shall also take reasonable steps to attempt to address such barriers, including notifying the District Administrator of any specific recommendations that would require Board or administrative approval."]

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[Editor's Note: Under the 2024 Title IX regulations, school districts must require their Title IX Coordinator to monitor and respond to potential barriers to reporting possible sex discrimination. This provision is written in a manner that extends that Title IX duty to apply more generally to identifying and addressing reporting barriers related to any type of unlawful discrimination. Possible alternatives to this provision would include a narrower provision that is limited to identifying barriers to reporting sex discrimination prohibited by Title IX, or even not mentioning

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~~this specific responsibility in this policy of all and instead including the duty in a different policy procedure, job description, or handbook.~~

Deadline for Filing an Initial Report or Complaint

There is no absolute deadline for the initial filing of a report or complaint of discrimination under this policy. The District always has an interest in being made aware of potential concerns with prohibited discrimination, harassment, or retaliation. However, any person who has a complaint or concern involving such a matter is encouraged to notify the District or pursue a complaint as soon as reasonably possible after the occurrence of the relevant events. A material gap in pursuing a complaint or concern can affect the extent to which it is practical to investigate the matter, and a delay may also limit the range of remedies and resolutions that are reasonably available.

The following apply to any report or complaint of discrimination or retaliation that has been filed under this policy, except for complaints of possible unlawful sex discrimination (including sex-based harassment) or prohibited retaliation under Title IX, which are instead subject to the dismissal and appeal provisions of the grievance procedures that the District has adopted for such complaints:

1. At least one of the following administrators, acting in consultation as needed with District legal counsel, must authorize the dismissal or other alternative disposition of a report or complaint due to a lack of timeliness; ~~insert the position titles of multiple high-level administrators who could be expected to be aware of and appropriately apply the relevant standards—e.g., "the District Administrator, the Director of Special Education, Student Services, the Director of Human Resources Personnel, or District Business Manager"~~.
2. Any actual party in interest to the allegations raised by a complaint (i.e., a person alleged to have been subjected to or alleged to be responsible for prohibited conduct) may appeal a decision to dismiss the complaint under the previous paragraph to the District Administrator. Or, if the District Administrator authorized the initial decision to dismiss the complaint, the party may request reconsideration.

Confidentiality of Reports and Complaints

Although absolute confidentiality cannot be assured, the District will maintain the confidentiality of discrimination reports and complaints, and especially personally-identifiable information obtained in the course of responding to a report or complaint, to the extent required by applicable law, and the District will otherwise make efforts to maintain confidentiality where non-disclosure does not interfere with the District's ability to appropriately process and respond to the report or complaint. Nonetheless, investigating or otherwise responding to a matter often involves disclosing (directly or indirectly) the identity of persons involved in the particular events/issues. Individuals who have specific concerns about confidentiality should arrange to discuss those concerns with the District as early as possible in the process. ~~Editor's Note: The Title IX regulations are an example of a law that imposes express confidentiality requirements and that creates limited exceptions to other confidentiality laws (see 34 C.F.R. §106.6(e)).~~

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~~§106.44(g)(5), §106.44(j) and §106.45(b)(7)). Particularly to the extent the district identifies such requirements in a separate rule/procedure or in a Title IX handbook, it is not necessary to include those detailed Title IX confidentiality requirements in this policy. The statement in this paragraph that the district will maintain confidentiality "... to the extent required by applicable law ..." is sufficient to incorporate the Title IX confidentiality mandates.~~

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Retaliation Prohibited

No official, employee, or agent of the District, student, or any other person over whom the District exercises some authority may intimidate, threaten, coerce, or unlawfully discriminate against any individual (1) for the purpose of interfering with any right or privilege secured by any nondiscrimination statute or related regulation, or (2) because the individual has made a report or complaint, or testified, assisted, participated, or exercised a legal right to refuse to participate in any manner in an investigation or proceeding conducted under this policy or any other District nondiscrimination policy. This non-retaliation provision does **not** preclude the District from (1) requiring an employee or other authorized agent of the District to participate as a witness in, or otherwise assist with, an investigation, proceeding, or hearing; or (2) imposing consequences for an employee's or agent's refusal to cooperatively participate or otherwise assist in such matters.

Prohibition on Bad Faith Conduct/Abuse of Process

To the extent permitted by law, the District prohibits and reserves authority to appropriately address and impose consequences for bad-faith conduct by individuals who make a report or complaint, testify, assist, or participate in any manner in an investigation or proceeding conducted under this policy or any other District nondiscrimination policy. For example, the District may impose lawful consequences for making a materially false statement in bad faith in the course of any proceeding that is conducted under this policy or any other District nondiscrimination policy. Examples of abuse of process include, but are not limited to, the pursuit of allegations that the complaining party knows to be wholly frivolous or the use of dilatory tactics that have the purpose or reasonably foreseeable result of unreasonably interfering with a prompt and equitable resolution of alleged discrimination or retaliation.

Consequences for Violations

Any person who is determined to be responsible for any form of unlawful discrimination, any act of prohibited retaliation, or other violation of this policy is subject to appropriate disciplinary action and/or other appropriate consequences that are within the District's lawful authority.

In addition, any employee or authorized agent of the District who, considering the duties, responsibilities, and expectations established for their position/role, fails to reasonably respond to complaints or reports of alleged discrimination or retaliation, or who otherwise fails to reasonably act on their knowledge of a possible violation of a nondiscrimination law or a District nondiscrimination policy, is also subject to possible disciplinary action.

Nondiscrimination Notices; Dissemination of Policy and Complaint/Reporting Procedures

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Editor's Note: This section assigns general administrative responsibility for obligations that will exist regardless of whether the duties are expressly mentioned in policy. However, responsibility for the applicable obligations does not need to be assigned/mentioned in this policy. Therefore, this section can be treated as optional.

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The District Administrator and the District's designated nondiscrimination and equal opportunity coordinators share joint responsibility for ensuring that the District prepares and issues, on a timely basis, all legally-required general notices of (1) the rights of students, employees, and other persons under the state and federal nondiscrimination laws; (2) the District's nondiscrimination policies; and (3) applicable reporting and complaint procedures. Beyond meeting legal requirements and any local policy requirements, the administration is encouraged to further disseminate such information using such methods as the administration deems appropriate.

Maintenance of Complaint Records; Report Preparation

Editor's Note: This section assigns general administrative responsibility for obligations that will exist regardless of whether the duties are expressly mentioned in policy. However, responsibility for the applicable obligations does not need to be assigned/mentioned in this policy. Therefore, this section can be treated as optional.

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The District Administrator and the District's designated nondiscrimination and equal opportunity coordinators share joint responsibility for ensuring that the District maintains adequate records of reports and complaints of discrimination and retaliation, including records of the District's response and disposition. Such records shall meet applicable legal requirements for documentation and records retention. The District Administrator and the applicable coordinators shall also direct and oversee the timely preparation of all annual or other reports and evaluations regarding nondiscrimination initiatives/compliance that the District is required to provide to the Department of Public Instruction or to any other oversight entity.

Editor's Note: If the district requires administrators and other supervisors or even all employees to participate in specific training or awareness program(s) relating to nondiscrimination rights, expectations, obligations, and policies that goes beyond the minimum legal mandates for such training (such as the Title IX training mandates), then any such locally-required training and staff development activities could be specified as an additional section within this policy. Whether or not expressly mandated by a board policy, a school district that implements any such training and awareness programs can point to those activities to show that the district has taken reasonable steps to attempt to prevent discrimination (including harassment) and to notify employees (and perhaps even students) of relevant expectations and procedures—all of which can directly affect school district liability in some cases.

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Legal References:

Wisconsin Statutes

[Subch. III of Ch. 106](#) [state equal rights programs, some of which can apply to school districts in at least some circumstances]

[Subch. II of Ch. 111](#) [the state fair employment and nondiscrimination statutes, including

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Section 118.13	specific prohibited bases of discrimination (sections 111.31 to 111.395)
Section 118.134	[student nondiscrimination; policy/procedures required]
Section 118.195	[race-based nicknames, logos, mascots]
Section 118.20	[discrimination against teachers with disabilities]
	[teacher/administrator discrimination prohibited]

Wisconsin Administrative Code

PI 9	[student nondiscrimination; policy, procedures, notices, and reporting required]
PI 41	[accommodating student religious beliefs; policy required]

Federal Laws

20 U.S.C. §1681 et seq.	[Title IX of the Education Amendments of 1972, as amended, prohibiting sex discrimination in federally-supported educational programs; implementing regulations at 34 C.F.R. Part 106]
20 U.S.C. §1400 et seq.	[The Individuals with Disabilities Education Act, providing for programs, Services, and rights for students with disabilities; implementing regulations at 34 C.F.R. Part 300]
20 U.S.C. §6312(e)(3)(D)	[addressing nondiscrimination in admission to federally-assisted education programs on the basis of surname or language-minority status]
42 U.S.C. §2000e et seq.	[Title VII of the Civil Rights Act of 1964, as amended, prohibiting employment discrimination based race, color, national origin, sex, pregnancy, and religion; implementing regulations at 29 C.F.R. Ch. XIV]
42 U.S.C. §2000d et seq.	[Title VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination on the basis of race, color, or national origin in any program or activity that receives federal funds; implementing regulations at 28 C.F.R. Part 42, Subpart C]
42 U.S.C. §12111 et seq.	[The Americans with Disabilities Act, Title I, as amended, prohibiting employment discrimination based on a qualifying disability; implementing regulations at 29 C.F.R. Part 1602 and Part 1630]
42 U.S.C. §12131 et seq.	[The Americans with Disabilities Act, Title II, as amended, nondiscrimination based on disability by state and local governments; implementing regulations at 28 C.F.R. Part 35]
29 U.S.C. §794 et seq.	[Section 504 of the Rehabilitation Act of 1973, as amended, prohibiting discrimination based on a qualifying disability by recipients of federal funds; implementing regulations at 34 C.F.R. Part 104 , 28 C.F.R. Part 42, Subpart G , and 29 C.F.R. Part 1640]
42 U.S.C. §6101 et seq.	[the federal Age Discrimination Act, as applicable to federally assisted programs; implementing regulations at 34 C.F.R. Part 110]
29 U.S.C. §621 et seq.	[Age Discrimination in Employment Act, as amended; implementing regulations at 29 C.F.R. Parts 1625 to 1627]
8 U.S.C. §1324b(a)	[prohibiting employment discrimination based on national origin and citizenship status; implementing regulations at 28 C.F.R. Part 44]
42 U.S.C. §2000gg et seq.	[Pregnant Workers Fairness Act; implementing regulations at 29 C.F.R. Part 1636]

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Cross References:

WASB PRG 113 Sample Policy 1

Adoption Date: 08/10/20

Revised: _____

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DISTRICT RESPONSE TO POSSIBLE TITLE IX VIOLATIONS; INCLUDING THE DISTRICT'S TITLE IX GRIEVANCE PROCEDURES

413/513-Rule

Waukeek Community School District

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This sample rule addresses the district's obligations to respond to complaints, reports, and other notice of conduct (including school policies, procedures, and practices) that reasonably may constitute unlawful sex discrimination, or prohibited retaliation, under Title IX and the federal Title IX regulations. The sample includes the complete "grievance procedures" that the Title IX regulations require each school district to adopt.

This sample rule is intended to be adopted under a general nondiscrimination policy, and it was specifically drafted to coordinate with both PRG 113 Sample Policy 1 and PRG 113 Sample Policy 2. To help provide coordination among related policies and procedures, the grievance procedures established in this rule should also be adequately cross-referenced in each student-specific and employment-specific nondiscrimination and/or harassment policy and complaint process that the district may have in place.

IMPORTANT NOTE REGARDING THE MOTION TO ADOPT A LOCAL RULE THAT IS BASED ON THIS SAMPLE: When adopting a local policy/rule based on this sample, it is recommended that the adoption vote, regardless of when it occurs, should include the express statement that the rule, including the grievance procedures defined in the rule, will be applied to incidents of alleged sex discrimination and retaliation prohibited by Title IX that are alleged to have occurred on or after August 1, 2024.

As for as policy positions, some notable aspects of this sample rule are that:

- The sample assumes that the district is not going to designate any "confidential employees" for purposes of Title IX. The optional role of a confidential employee (which the WASB believes most districts will conclude is more appropriate for institutions of high education) is defined in section 106.2 of the federal Title IX regulations and further described in section 106.44(d).
- The sample retains discretion for the school district to potentially offer an informal resolution process to the parties involved in some Title IX complaints, but it does not require the district to do so.
- The sample permits the district to determine on a case-by-case basis whether it will have the assigned investigator for a complaint also serve as the assigned decisionmaker for the complaint. In many but not necessarily all complaint cases, having one person serve in both roles will be advantageous in terms of decreasing the complexity of the grievance procedures and increasing their efficiency.
- The sample points out the complex manner in which the 2024 Title IX regulations address the availability of appeals of the determinations that are made through the Title IX grievance procedures. Carefully review the additional editor's notes that accompany that section of the grievance procedures.

Structurally, this sample could be split into two separate rules. The first rule would include the content that precedes the grievance procedures, and second rule would be comprised of the grievance procedure and the definitions section.)

DISTRICT RESPONSE TO POSSIBLE TITLE IX VIOLATIONS; INCLUDING THE DISTRICT'S TITLE IX GRIEVANCE PROCEDURES

413/513-Rule

Waukeek Community School District

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This rule has been established to facilitate the District's compliance with requirements of the federal regulations issued under Title IX of the Education Amendments of 1972 ("Title IX"). Specifically, this rule establishes expectations and procedures for promptly, effectively, and equitably responding to complaints, reports, and other notice of any conduct or policies that reasonably may constitute unlawful sex discrimination or retaliation, as prohibited in the District's education program and activities pursuant to Title IX and the federal Title IX regulations. Sex-based harassment is one form of sex discrimination that is prohibited under Title IX. The adoption of this rule, as a reflection of federal regulatory mandates, is not intended to suggest that discrimination on the basis of sex is any more or any less serious, or any more or any less of a concern to the District, than harassment that is based on any other legally-protected status (e.g., race, national origin, disability, religion, etc.).

Confidentiality Requirements and Considerations Related to Title IX Compliance

No District official, District employee, or other person acting as an agent of the District may disclose personally identifiable information obtained in the course of complying with the District's obligations under the federal Title IX regulations, except in the following circumstances:

1. When the District has obtained prior written consent from a person with the legal right to consent to the disclosure;
2. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
3. To carry out the purposes of the Title IX regulations,* including action taken to address conduct that reasonably may constitute sex discrimination or retaliation prohibited under Title IX in the District's education program or activity;
4. As required by federal law, federal regulations,* or the terms and conditions of a Federal award, including a grant award or other funding agreement; or
5. To the extent such disclosures are not otherwise in conflict with Title IX or this part, when required by State or local law or when permitted under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, or its implementing regulations, 34 C.F.R. part 99.

*Note: The federal Title IX regulations expressly provide that the obligation to comply with Title IX and the Title IX regulations is not obviated or alleviated by the student education record confidentiality provisions of FERPA or the federal FERPA regulations. See 34 C.F.R. §106.6(e). That is, when a disclosure of student record information is **necessary** to comply with the Title IX regulations, and a conflict with FERPA **cannot** be avoided, the Title IX regulations serve as an exception to student record confidentiality.

No District official, District employee, or other agent of the District may 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 education program or activity, or unless another exception to the confidentiality of personally identifiable information that is expressly allowed by the Title IX regulations applies.

DISTRICT RESPONSE TO POSSIBLE TITLE IX VIOLATIONS; INCLUDING THE DISTRICT'S TITLE IX GRIEVANCE PROCEDURES

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Waukeek Community School District

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In connection with the District's Title IX grievance procedures, the District and its designated employees and other agents are required to:

1. Take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the District's Title IX grievance procedures, provided that the steps do not restrict the ability of the parties to (1) obtain and present evidence, including by speaking to witnesses (while still prohibiting retaliatory conduct); (2) consult with their family members, confidential resources, or advisors; or (3) otherwise prepare for or participate in the grievance procedures. See 34 C.F.R. § 106.45(b)(5).
2. Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence that the party obtained solely through the District's grievance procedures. See 34 C.F.R. § 106.45(f)(4)(iii).
3. Exclude, avoid seeking, and avoid the use and other disclosure of certain protected (i.e., impermissible) types of evidence, subject only to very limited express exceptions, as further set forth in the Title IX regulations. See 34 C.F.R. § 106.45(b)(7) (addressing, for example, medical records and information that is subject to a legally-protected privilege, such as an attorney-client privilege).

Editor's Note: Several of the confidentiality-related provisions stated above in this section are repeated later in this rule in specific contexts. However, there is likely value in presenting all of these confidentiality-related requirements in a consolidated manner in this section for ease of access and for emphasis.

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Responding to Reports or other Notice of Information that May Reasonably Constitute Sex Discrimination or Prohibited Retaliation under Title IX when a Title IX Complaint Is Not Pending

Any time that a District Title IX Coordinator has been notified of conduct that may reasonably constitute sex discrimination or retaliation prohibited under Title IX, but when a "complaint" (as defined under the Title IX regulations) has **not** been made or has been withdrawn, the Title IX Coordinator (or a qualified designee whose responsibilities, in the absence of a conflict of interest or other extraordinary circumstances determined by the District Administrator, shall be overseen by the Title IX Coordinator) is responsible for the following:

1. Ensuring the equitable treatment of (1) any person alleged to have been subjected to conduct that may constitute a violation of Title IX, and (2) any person alleged to be responsible for such conduct.
2. Seeking clarity or confirmation, as needed, regarding the information being reported or the conduct that is being alleged so that the Title IX Coordinator will be able to fulfill the Coordinator's role and responsibilities.
3. Notifying the person(s) alleged to have been subjected to conduct that may constitute a violation of Title IX of the District's Title IX grievance procedures for resolving Title IX complaints, including any informal resolution process that may be available. If such person(s) are unknown and cannot reasonably be identified, then this notification shall be provided to the individual who reported the conduct.
4. Offering and coordinating supportive measures, as appropriate, to eligible person(s) alleged to have been subjected to the conduct that may constitute sex discrimination or retaliation in violation of Title IX, to the extent such persons can be identified.

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- a. Supportive measures shall be offered and coordinated in a manner that is consistent with subsection 106.44(g) and other applicable subsections of the Title IX regulations.
 - b. When no Title IX complaint has been made, the federal regulations allow (but do not require) the District to provide supportive measures to a person who is alleged to be responsible for conduct that may reasonably constitute prohibited sex discrimination or retaliation. (As discussed below, after a complaint has been made/initiated, the Title IX Coordinator is required to offer and coordinate, as appropriate, supportive measures for respondents.)
 - c. Additional procedures and requirements related to offering and coordinating supportive measures are established in a later section of this rule, below.
5. Ensuring, to the extent appropriate based on the information known to the Title IX Coordinator, that appropriate administrators become involved in considering the potential use of the emergency removal procedures and/or the employee administrative leave provisions that are found in or otherwise permitted by the Title IX regulations. See 34 C.F.R. §106.44(h) (regarding emergency removal) and §106.44(i)(regarding administrative leave).
- a. Procedures and standards established under other laws or District policies may also need to be satisfied in connection with any such emergency removal or administrative leave decision.
 - b. With respect to individuals who are volunteers, non-employee agents, or other non-employees authorized by the District to provide an aid, benefit, or service, this may additionally include, for example, consideration of modifying or removing specific duties as a supportive measure that is instituted for non-punitive, non-disciplinary reasons.
 - c. All such decisions about emergency removal, administrative leave, etc. must adhere to the restriction found in the Title IX regulations that disciplinary sanctions for sex discrimination or prohibited retaliation under Title IX may be imposed on a respondent **only after the District has determined at the conclusion of the District's Title IX grievance procedures** that the respondent violated the District's prohibition on sex discrimination or retaliation.
6. In the absence of a complaint being made or upon the withdrawal by the complainant of any or all of the allegations in a complaint, and in the absence or termination of any informal resolution process, determining whether to self-initiate (i.e., as the Title IX Coordinator) a complaint of sex discrimination or retaliation for the purpose of pursuing the District's Title IX grievance procedures.
- a. The Title IX Coordinator's determination whether to initiate a complaint must be made using the standards and procedures set forth in subsection 106.44(f)(1)(v) of the Title IX regulations. **It is critical to review and apply the regulatory standards prior to initiating a complaint.**
 - b. Except in situations where the District's *insert if the district has designated multiple Title IX Coordinators: "lead" lead* Title IX Coordinator is unavailable or affected by a conflict of interest or improper bias, the determination whether to initiate a complaint shall be made by the *insert if applicable: "lead" lead* Title IX Coordinator and shall **not** be delegated to a designee. The District Administrator or district legal counsel shall authorize any such delegation. *Insert if applicable: "The preferred designee shall normally be a secondary Title IX Coordinator."* *{Editor's Note: A district that has designated only one Title IX Coordinator would not include any of the optional language within this paragraph.}*

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- c. **Prior** to actually initiating a Title IX complaint under the authority granted to the Title IX Coordinator under subsection 106.44(f)(1)(v), the Title IX Coordinator is required to (1) **notify** the person(s) alleged to have been subjected to conduct that may constitute a violation of Title IX of the intent to initiate the complaint, and (2) appropriately address reasonable concerns about any such person's safety or the safety of others, including by providing or modifying supportive measures.
- d. Upon initiating a complaint, the Title IX Coordinator does **not** become a "complainant" or a party to the complaint. Any person who meets the definition of a "complainant" found in the Title IX regulations in relation to the allegations retains his/her status as a complainant.
7. Regardless of whether a complaint is initiated, taking appropriate, prompt, and effective steps (in addition to any remedies for sex discrimination that are provided to specific individuals) to ensure that any sex discrimination that is found to have occurred does not continue or recur within the District's education program or activities.
8. Taking steps to ensure the proper documentation and appropriate retention of records that identify the actions that the District took to meet its obligations under section 106.44 of the Title IX regulations.

Responsibilities of the Title IX Coordinator Once a Title IX Complaint Has Been Made to the District (or Initiated by the Title IX Coordinator)

A report of conduct that may reasonably constitute sex discrimination or retaliation prohibited under Title IX needs to be treated as a Title IX "**complaint**" when an eligible person (as identified in the federal Title IX regulations or in the District's Title IX grievance procedures) has made 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 the alleged discrimination or retaliation. As further described in the previous section of this rule, above, a District Title IX Coordinator may also initiate a complaint in some situations. (Note: Not every person who is eligible to submit a Title IX "complaint" that initiates the District's Title IX grievance procedures qualifies as a "complainant," as the term "complainant" is specially defined in the Title IX regulations and used in this rule.)

If a complaint is made or initiated, the Title IX Coordinator (or a qualified designee whose responsibilities, in the absence of a conflict of interest or other extraordinary circumstances determined by the District Administrator, shall be overseen by the Title IX Coordinator) is responsible for the following:

1. Ensuring the equitable treatment of each "complainant" and "respondent," as those terms are defined in the Title IX regulations.
2. Ensuring that the allegations presented as the complaint are sufficiently identified/documented, particularly when the complaint is presented orally, so that the Title IX Coordinator will be able to fulfill the Coordinator's role and responsibilities (e.g., to provide notice of the allegations, to facilitate a prompt investigation, to consider the possible dismissal of any allegations, etc.). As needed, the Title IX Coordinator shall, without bias or favoritism and without serving as an advocate, seek confirmation of what is being alleged or request additional details or clarifications. This provision does not preclude the possibility of later changes to the scope of the allegations covered by a complaint.
3. If a complainant or respondent is a student with a disability, consulting with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more

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members, as appropriate, of the group of persons responsible for the student's placement decision under Section 504 of the Rehabilitation Act, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 throughout the implementation of the District's Title IX grievance procedures.

4. Offering and coordinating supportive measures, as appropriate, for each complainant **and** respondent, in a manner that is consistent with subsection 106.44(g) and with other applicable subsections of the Title IX regulations. Additional procedures and requirements related to offering and coordinating supportive measures are established in a later section of this rule, below.
5. Ensuring, to the extent appropriate based on the information known to the Title IX coordinator, that appropriate administrators become involved in considering the potential use of the emergency removal procedures and/or the employee administrative leave provisions that are found in or otherwise permitted by the Title IX regulations. See 34 C.F.R. §106.44(h) (regarding emergency removal) and §106.44(i)(regarding administrative leave).
 - a. Procedures and standards established under other laws or District policies may also need to be satisfied in connection with any such emergency removal or leave decision.
 - b. With respect to individuals who are volunteers, non-employee agents, or other non-employees authorized by the District to provide an aid, benefit, or service, this may additionally include, for example, consideration of modifying or removing specific duties as a supportive measure that is instituted for non-punitive, non-disciplinary reasons.
 - c. All such decisions about emergency removal, administrative leave, etc. must adhere to the restriction found in the Title IX regulations that disciplinary sanctions for sex discrimination or prohibited retaliation under Title IX may be imposed on a respondent **only after the District has determined at the conclusion of the District's Title IX grievance procedures** that the respondent violated the District's prohibition on sex discrimination.
6. Initiating and following the District's Title IX grievance procedures, subject to any decision to dismiss the complaint or utilize an informal resolution process.
 - a. As further covered in the District's procedures, upon the initiation of the District's Title IX grievance procedures, the Title IX Coordinator is required to provide "**notice of the allegations**" to each complainant **and** respondent whose identities are known. The notice of the allegations must include all of the information required by subsection 106.45(c) of the federal Title IX regulations. (Note: When a complaint of sex discrimination alleges that a District policy or practice discriminates on the basis of sex, it is possible that there will be no "respondent" as the term is defined in the Title IX regulations and used in this rule.)
 - b. If appropriate, available, and requested by all parties, an informal resolution process may be pursued as an alternative to completing such grievance procedures.
7. If there is a determination that sex discrimination or retaliation prohibited under Title IX occurred, then, as appropriate to the specifics of the situation, the Title IX Coordinator is responsible for:
 - a. Coordinating the provision and implementation of remedies to a complainant and other persons the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination.

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- b. Coordinating the imposition of any disciplinary sanctions on a respondent, including notifying the complainant of any such disciplinary sanctions.
 - c. Taking other appropriate, prompt, and effective steps (i.e., in addition to individually-targeted remedies and sanctions) to ensure that sex discrimination does not continue or recur within the District's education program or activity.
8. Taking steps to ensure the proper documentation and appropriate retention of the following records:
- a. For each complaint of sex discrimination or prohibited retaliation, records that are created through or that otherwise document the District's use of the grievance procedures or, if applicable, an informal resolutions process and the resulting outcome of the complaint.
 - b. Records that otherwise identify the actions that the District took to meet its obligations under section 106.44 of the federal Title IX regulations.

Offering, Providing, and Coordinating "Supportive Measures" under Title IX

In this rule, the term "supportive measures" has the definition given in the federal Title IX regulations. See 34 C.F.R. § 106.2.

1. The District, through the Title IX Coordinator or a qualified designee, will offer and coordinate supportive measures for the parties to a Title IX matter when required by the Title IX regulations, in a manner that is consistent with subsection 106.44(g) and with other applicable subsections of the Title IX regulations.
2. As part of offering and coordinating supportive measures to a party (i.e., to a "complainant" or "respondent," as defined by the Title IX regulations), the Title IX Coordinator (or a designee) will:
 - a. **Editor's Note: This "initial contact" procedure is not mandated by Title IX. It is one method of operationalizing the obligation to "coordinate" supportive measures.** Make prompt initial contact regarding supportive measures with (1) each party to whom appropriate supportive measures must be offered, and (2) each party whom the District determines will be directly affected by the implementation of supportive measures that are offered to another party.
 - In making such initial contact, the Title IX Coordinator (or a designee) will (1) identify the purpose and function of supportive measures; (2) inform **complainants** of the availability of supportive measures **to complainants** with or without pursuing a complaint; (3) provide an opportunity for the party to communicate any initial requests or preferences with respect to supportive measures; and (4) identify the opportunities that the party has, consistent with the procedures defined below within this section, to request the modification or reversal of a District decision to provide, deny, modify, or terminate supportive measures that are applicable to the party.
 - This initial contact shall normally occur by no later than a date that is closely proximate to the date that the Title IX Coordinator (or a designee), pursuant to subsections 106.44(f)(1)(iii) and/or 106.45(c)(1)(i) of the Title IX regulations, notifies the party of the District's Title IX grievance procedures. In some cases, earlier initial contact regarding supportive measures may be more appropriate.

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- b. If a complainant or respondent is a student with a disability, consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under Section 504 of the Rehabilitation Act, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 in the implementation of supportive measures.
 - c. Communicate relevant District decisions about supportive measures to the affected party in an ongoing manner, maintaining confidentiality to the extent required by subsection 106.44(g)(5) of the Title IX regulations. See also item 3. in this list, below.
 - d. Coordinate the implementation of supportive measures, including reasonably acting on any knowledge that suggests a need to review the effectiveness of and/or make modifications to supportive measures, as well as determining whether and when it may be appropriate to terminate specific supportive measures.
3. **Confidentiality.** No District official, District employee, or other agent of the District may 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 education program or activity, or unless another exception to confidentiality that is expressly allowed by the Title IX regulations applies.
4. **Requests by parties to modify or reverse decisions about supportive measures.** Under the federal Title IX regulations, the District must provide an opportunity for a complainant or respondent to request that an appropriately trained and impartial District employee review a District decision to provide, deny, modify, or terminate any supportive measures that are applicable to the requesting party, and, if appropriate, modify or reverse the District decision. The opportunity to make such a request applies not only to the District's initial determination and initial implementation of supportive measures, but also when specific circumstances that are relevant to a challenged decision have materially changed.
 - a. The District establishes the following procedures for submitting and responding to such requests:
 - i. The affected party (or a parent, guardian, or other authorized legal representative) shall submit such a request to a District-designated Title IX Coordinator. The request shall identify the specific change(s) that the party seeks, and the reason that the party is seeking the changes.
 - ii. The request shall be submitted in writing, unless the Title IX Coordinator expressly waives the requirement (e.g., if the Title IX Coordinator agrees to personally document the request during an in-person meeting related to such a request).
 - iii. Upon receipt of the request, the Title IX Coordinator or the District Administrator acting on behalf of the Title IX Coordinator, shall promptly refer the request and any relevant records to an impartial employee who has received appropriate training covering the District's Title IX obligations and, specifically, decisions and procedures related to supportive measures. The employee assigned to make a determination with respect to the request must be someone other than the employee who made the challenged decision. A Title IX Coordinator can serve as the impartial employee if the Coordinator did not make the challenged decision.

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- iv. Upon a review of the request, the relevant records, and other any relevant information that the employee obtains related to the request, the impartial employee shall make a determination with respect to the request and notify the requesting party and (unless the impartial employee is a Title IX Coordinator) the Title IX Coordinator, in writing, of the decision.
- v. Such decisions shall be made in a prompt manner that, under the fact-specific circumstances presented by the request, reflects the District's obligation to provide equitable treatment to all parties. If the impartial employee determines that the decision will not be made and communicated within insert the number of days—e.g., "5 business days" or "10 business days" after the date the party submitted the request/challenge, the employee shall notify the requesting party and, if applicable, the Title IX Coordinator of the expected timing of the decision and the reason for the timing.
- b. The impartial employee assigned to conduct the review of a request to modify or reverse a District decision with respect to supportive measures shall apply the following standards:
 - i. The employee assigned to review the request is authorized to **unilaterally** modify or reverse the challenged decision upon a determination that the challenged decision was **inconsistent** with the definition of supportive measures found in section 106.2 of the federal Title IX regulations.
 - ii. If the employee concludes that the challenged decision was **consistent** with the Title IX regulations, but that a modification or reversal of the decision may be a more reasonable and comparably effective approach, the employee may **not** unilaterally modify or reverse the challenged decision. However, the employee may present the alternative approach as a recommendation for consideration to the District employee who is responsible for District decisions about the supportive measures that are applicable to the party.

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Editor's Note: A district could elect to separate the grievance procedures from the remainder of this sample rule identified above and adopt the grievance procedures as a separate rule. If a district chooses to divide this sample rule into two separate rules, the district should re-title the rules accordingly.

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Grievance Procedures for Addressing Complaints of Sex Discrimination or Retaliation as Prohibited under Title IX

Introduction

~~[[INSERT NAME OF SCHOOL DISTRICT]]~~The Waukeek Community School District has adopted these grievance procedures that provide for the prompt and equitable resolution of complaints made by (1) students, employees, or certain other individuals who are participating or attempting to participate in the District's education program or activities, (2) by a parent, guardian, or certain other legal representatives of person eligible to make a complaint, or (3) by the Title IX Coordinator, alleging any conduct that, if proven, could reasonably constitute sex discrimination (including sex-based harassment) or retaliation prohibited under Title IX or the Title IX regulations. Collectively, such complaints may be referred to as "Title IX complaints."

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Except to the extent that a Title IX complaint is dismissed (in whole or in part), withdrawn, or resolved through an informal resolution process, the District is obligated to investigate a Title IX complaint and reach a determination regarding the allegations of sex discrimination or retaliation using these grievance procedures.

When more than one complainant or more than one respondent is involved in a Title IX complaint, references to a "party," "complainant," or "respondent" include the plural, unless the context clearly requires otherwise. Also, U.S. Department of Education guidance accompanying the Title IX regulations states that prohibited retaliation is considered to be a type of prohibited discrimination under Title IX. Therefore, a reference to prohibited discrimination can normally be understood to include prohibited retaliation, even if retaliation is not expressly mentioned.

Assignment of Roles and Responsibilities Necessary for the Implementation of the Grievance Procedures

Upon initiating the District's grievance procedures in response to a Title IX complaint, the Title IX Coordinator shall ensure that the District designates individuals to perform the roles needed to implement the grievance procedures on a timely basis.

1. All such individuals, whether or not District employees, must be appropriately trained to perform their role.
2. For any complaint for which the authority to make role assignments may be unclear, a Title IX Coordinator shall consult with the District Administrator or the District Administrator's administrative-level designee to determine who will make final decisions about role assignments for that complaint.
3. The District will assign roles, as needed. The assigned roles will be performed by different persons at least to the extent mandated by the federal Title IX regulations.
4. In assigning roles for a complaint, the District will determine whether one person (who may or may not also be the Title IX Coordinator) will serve as both the complaint investigator and the decisionmaker for the same complaint, or whether those roles will be performed by different people.

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- a. The choice between the approaches shall be made in an unbiased manner and for reasons that are not improperly prejudicial to any party.
- b. The administrator determining the appropriate approach for a given complaint shall consider factors such as the nature and complexity of allegations, the specific skills and experience of the individuals being considered for the roles, the current workload limitations of the individuals being considered for the role, whether one approach or the other may mitigate perceptions of bias or perceived conflicts of interest in a given case, and the possible value to the District of having a non-employee agent with particular expertise serve as an investigator and/or decisionmaker in the specific case.
- c. ~~*Insert if desired: "By default, the District intends to normally use a model under which the investigator also serves as the decisionmaker who determines whether sex discrimination or other violations occurred. If the District deviates from the default, the Title IX Coordinator shall ensure that the administrator who makes that decision documents in the record of the complaint the reasons that the roles were separated for that complaint."*~~
5. The District may reassign the roles or assign multiple qualified individuals to perform specific roles if deemed appropriate in a particular case.

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General Standards and Requirements Applicable to the District and the District Agents Involved in Implementing the Title IX Grievance Procedures

The District, the District's Title IX Coordinator(s), and, as applicable to their role(s), any District employee or other person authorized to act as agents of the District—including especially any employee or agent who is responsible for implementing the District's Title IX grievance procedures, authorized to modify or terminate supportive measure, or facilitating an informal resolution process—are required to:

1. Treat complainants and respondents equitably.
2. Not have any conflict of interest or bias that would impermissibly inhibit the person's objectivity, impartiality, or independent and good-faith judgment.
 - a. This includes neither having nor exhibiting any bias in favor of or against (1) complainants or respondents generally or (2) any individual complainant or respondent in a specific matter.
 - b. *Include if desired: "Upon being informed of a complaint, any District employee or other person who may act as an agent of the District in connection with the implementation of the District's grievance procedures shall self-report (1) any known pre-existing personal relationships (familial, social, etc.) to any party or known witness and (2) any other known circumstances that relate to the complaint that may reasonably cause the District to disqualify the person from performing a particular role as an agent of the District due to concerns with a conflict of interest or bias. Such a report may be made to Title IX Coordinator or to the District Administrator. Previous interactions with a complainant, respondent, or witness in a professional capacity, standing alone and in the absence of other specific circumstances, would normally be insufficient to raise a material concern about a conflict of interest or bias."*
3. Avoid prejudgment of the facts at issue.

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4. Apply a presumption, throughout the course of performing their designated role(s), that the respondent is not responsible for the alleged discriminatory conduct until a determination regarding responsibility is made at the conclusion of the grievance procedures.
5. Adhere to the restrictions found in the Title IX regulations that:
 - a. Any disciplinary sanctions for engaging in sex discrimination or prohibited retaliation under Title IX may be imposed on a respondent only after the District has determined, at the conclusion of the District's Title IX grievance procedures, that the respondent violated the District's prohibition on sex discrimination or retaliation.
 - b. No person acting on behalf of the District may discipline a party, witness, or others participating in a District's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the District's determination whether sex discrimination occurred.
6. Engage in an objective evaluation of all relevant, permissible evidence—including both inculpatory and exculpatory evidence.
7. Exclude, avoid seeking, and avoid the use and any further disclosure of certain protected (i.e., impermissible) types of evidence, subject only to very limited express exceptions, as further set forth in the Title IX regulations. See 34 C.F.R. § 106.45(b)(7). The following types of evidence are **impermissible**, unless an expressly stated exception applies:
 - a. Evidence that is protected under a privilege recognized by Federal or State law (e.g., attorney-client privilege), unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality.
 - 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. If a party or witness is under 18 years old, then the District must obtain the voluntary, written consent of a parent or guardian.
 - 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 does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
8. Use "preponderance of the evidence" as the standard of proof when making findings of fact and when determining whether sex discrimination or other alleged violations or misconduct encompassed by the allegations has occurred.
9. Take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the District's Title IX grievance procedures. These steps will not restrict the ability of the parties to (1) obtain and present evidence, including by contacting witnesses (while still prohibiting the party from engaging in retaliation, such as intimidation or coercion of a witness); (2) consult with their family members,

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confidential resources, or advisors; or (3) otherwise prepare for or participate in the grievance procedures.

- a. These steps may include, for example, directing the parties, and any advisor(s) to a party, to refrain from further disseminating certain evidence, records, or information connected to proceedings under these grievance procedures. (Note: In some situations, a state or federal law may independently prohibit the further dissemination of particular evidence/records, particularly by parties who are District employees.)
 - b. As a related obligation, the District and District agents involved in implementing these grievance procedures are required to take reasonable steps to **prevent and address** the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. See 34 C.F.R. § 106.45(f)(4)(iii).
10. Comply with the restrictions on the disclosure of personally identifiable information that is obtained in the course of complying with the federal Title IX regulations and the District's grievance procedures, as such restrictions and limited exceptions are set forth subsection 106.44(j) of the Title IX regulations.
11. Recognize that nothing in Title IX or in the federal Title IX regulations may be read in derogation of any legal right of a parent, guardian, or other authorized legal representative to act on behalf of a complainant, respondent, or other person, including but not limited to making a complaint through the District's grievance procedures for complaints of sex discrimination.

Individuals Who May Make a Title IX Complaint that is Subject to these Grievance Procedures

An eligible person can submit a Title IX complaint using any of the methods identified ~~in~~ Board Policy ~~413/513~~, including submitting the complaint to a District-designated Title IX Coordinator using the contact information that is posted in the District's public Title IX Notice (available at insert web page address) and any of the following methods:

1. By in-person delivery at the District (whether the report is made verbally or delivered in writing);
2. By U.S. mail to the Coordinator's District office location;
3. By telephone, using the Coordinator's District-issued telephone number; or
4. By electronic mail, using the Coordinator's District issued email address.

The following people have a right to make a complaint of alleged sex discrimination or prohibited retaliation, **including complaints of sex-based harassment**, requesting that the District investigate and make a determination about the allegations under Title IX:

1. A "complainant," which includes:
 - a. Any District student or District employee who is alleged to have been subjected to conduct that could constitute sex discrimination or prohibited retaliation under Title IX; or
 - b. Any other person (i.e., other than a District student or District employee) who is alleged to have been subjected to conduct that could constitute sex discrimination or prohibited retaliation under Title IX at a time when that individual was participating or attempting to participate in the District's education program or activity.

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2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant.
3. Any District-designated Title IX Coordinator, to the extent consistent with the procedures and standards defined in subsection 106.44(f)(1)(v) of the Title IX regulations

With respect to **complaints of sex discrimination** (including prohibited retaliation) under Title IX **other than sex-based harassment**, in addition to the people listed above, the following persons also have a right to make a complaint:

1. Any District student or District employee.
2. A person other than a District student or District employee, provided that the person was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

Under the above provisions, a person is entitled to make a **complaint of sex-based harassment** that is prohibited under Title IX only if they themselves are alleged to have been subjected to the harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of subsection 106.44(f)(1)(v) of the Title IX regulations.

The Main Steps of Processing a Title IX Complaint

Subject to the later provisions, below, regarding (1) voluntary informal resolution processes, and (2) the dismissal of complaints or any individual allegations within a complaint, the following are the main steps involved in processing a Title IX complaint under these grievance procedures.

I. Notice of the allegations, the grievance procedures, and certain rights

Upon initiation of the District's Title IX grievance procedures following the receipt of a Title IX complaint, a Title IX Coordinator or designee will notify the known parties (including the parent or guardian of a party who is a minor) of the following:

1. The District's Title IX grievance procedures and any informal resolution process that may be available.
2. Sufficient information about the complaint and allegations to allow the parties to respond to the allegations, including at least all of the following to the extent that the information is available to the District at the time:
 - a. The identities of the parties involved in the incident(s).
 - b. The conduct alleged to constitute sex discrimination (or, if applicable, prohibited retaliation) under Title IX.
 - c. The date(s) and location(s) of the alleged incident(s).
3. The District's prohibition on retaliation.
4. The parties' right, prior to the end of the investigation phase of the procedures, to an equal opportunity to access the relevant and not otherwise impermissible evidence, or to receive an accurate description of that evidence. In addition, to the extent the District provides or offers to provide a description of the

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relevant and permissible evidence, a party may request, and the District shall then provide, an equal opportunity to access the evidence. (Note: As addressed below, the opportunity to access the evidence must include a reasonable opportunity for the parties to provide a response to the evidence.)

5. *[Insert any other content that the district wishes to mandate for inclusion in this notice—e.g., “A statement that, by policy, the District prohibits a person from knowingly making false statements or knowingly submitting false information during the grievance procedures.”] (Editor’s Note: Before mandating any additional content for this notice in this rule, consider that the district may add discretionary content to the notice of allegations even in the absence of a policy-based directive/mandate.)*

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The following may also apply in some cases:

1. If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination (or retaliation) by the respondent toward the complainant that were not part of the original notice of the allegations or that are added due to the consolidation of related complaints, the District must notify the appropriate parties of the additional allegations.
2. If the District specifically intends to use an investigative interview or other meeting or proceeding under the Title IX grievance procedures to investigate additional alleged conduct that is not fairly encompassed by the alleged conduct of the which party already has notice, and if that additional alleged conduct could subject the party to disciplinary consequences or other punitive adverse action, the Title IX Coordinator, investigator, or a designee shall appropriately notify the affected party that the interview, meeting, or other proceeding will address such additional, potentially-disciplinary matters as part of a concurrent investigation. *(Editor’s Note: Although this paragraph is not mandated by the Title IX regulations, if the district intends to retain the option to use its Title IX investigation and determination procedures for such concurrent purposes, then giving appropriate notice of the scope of an investigative interview or meeting is, at a minimum, a recommended practice and can be an element of providing due process. Further, this paragraph is consistent with the final paragraph of the later subsection, below, that expressly addresses concurrent investigations. The concept is repeated here for emphasis.)*

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(Editor’s Note: The optional content that immediately follows this note is based on guidance found in the U.S. Department of Education’s commentary that precedes the final 2024 Title IX Regulations. See 89 Fed. Reg. at 33681.) [Insert if desired to provide clarity and guidance: “To the extent consistent with the general principle of treating the parties equitably, the need for a prompt and effective response to a complaint, and the need to avoid interfering with a party’s reasonable opportunity to prepare to respond to the allegations, the following apply to providing notice of the allegations and related information, as mandated by the Title IX regulations:

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1. *Beyond the requirement that the initial notice of the allegations must be provided upon the initiation of the District’s Title IX grievance procedures, there is not a specific or always-applicable deadline for providing the notice.*
 - a. *After receiving a Title IX complaint, the Title IX Coordinator or a designee responsible for providing the notice has some discretion to reasonably and promptly attempt to address some preliminary matters before moving forward with the notice of the allegations. Such preliminary matters may relate, for example, to (1) initial safety concerns; (2) initial issues regarding supportive measures; (3) obtaining relevant information concerning a student with a disability; (4) evaluation of grounds for potential*

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dismissal of any allegations in the complaint; or (5) clarifying or confirming the identity of the parties or other particulars about the allegations.

- b. In no case will the District conduct an investigative interview or investigative meeting with a party under these grievance procedures without first providing notice of the allegations.*
- 2. The notice of the allegations does not necessarily have to be provided to each party simultaneously.*
- 3. The District will typically provide notice of the allegations (and the related information that is required to be included with the notice) in writing, but written notice is not strictly required. If notice is given orally (e.g., in connection with a complaint over a District policy for which there is no respondent), the individual responsible for providing the notice shall document that the notice was given orally."*

II. Investigation of the allegations

The District will designate an investigator for each Title IX complaint that is processed under the Title IX grievance procedures. The investigator is charged with conducting an adequate, reliable, and impartial investigation of the relevant allegations. *[Insert if desired as a clarification: "An investigator may be assisted in the investigation by one or more other persons. However, the investigator retains ultimate responsibility for the investigation, and if any such assistant provides other than clerical and ministerial support, then the assistant must have completed all of the training required for an investigator."]*

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In the investigation process, the District has the burden to conduct an investigation that gathers sufficient evidence, both inculpatory and exculpatory, to make a determination with respect to the allegations. Most typically, this means sufficient evidence to determine whether sex discrimination or retaliation prohibited by Title IX occurred or did not occur. The parties themselves do **not** have the burden to affirmatively put forth the evidence that would be necessary to either prove or defeat the allegations.

When conducting the investigation, an investigator will:

1. Adhere to the "General standards and Requirements Applicable to the District and the District Agents" for the District's grievance procedures, as listed and described above.
2. Reasonably attempt to conduct one or more investigative interviews of the complainant(s), the respondent(s), and such witnesses as the investigator determines may provide relevant evidence that is able to be considered and that is not unduly duplicative.
3. Provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence. Witness testimony/statements and other evidence must be relevant and not otherwise impermissible.
 - a. Neither a party nor, if applicable, any party's representative or advisor will be permitted to conduct direct, in-person questioning of another party or of any third-party witness at any investigative interview or meeting called by the District as part of the grievance procedures.
 - b. A party may, if they desire, request that the investigator interview specific persons and/or propose questions to be asked of specific persons. The investigator shall determine whether to attempt to conduct such interviews and ask such questions in light of the District's burden to gather sufficient relevant evidence, the obligation to conduct an adequate and reliable investigation, and the obligation to provide parties an equal opportunity to present witnesses and evidence.

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- c. If the investigator declines to interview a witness identified by a party or is unable to interview a party or a witness (e.g., because the party or witness refuses to participate or is not reasonably available), then the investigator shall document the reason the witness was not interviewed. *Editor's Note: This documentation step is not expressly mandated by the Title IX regulations, but it may be implicit in the recordkeeping aspects of completing the grievance procedures. At a minimum, it would be a recommended practice even if a district deletes the provision from its local procedures.*
 - d. If the investigator declines to accept evidence proffered by a party (e.g., due to lack of relevance), then the investigator shall document the reason for that evidentiary ruling. *Editor's Note: This documentation step is not expressly mandated by the Title IX regulations, but it may be implicit in the recordkeeping aspects of completing the grievance procedures. At a minimum, it would be a recommended practice even if a district deletes the provision from its local procedures.*
 - e. Investigations under the grievance procedures are not subject to the rules of evidence that apply in court proceedings. Accepting evidence into the record does not, by itself, constitute a decision that the evidence is relevant, reliable, or persuasive.
4. If a person whose participation in an investigative interview or other meeting held as part of the investigation is either invited or expected, and the person objects to the proposed date, time, or location of the interview or meeting, give due consideration to the person's reason for the objection. The investigator shall treat requests to reschedule under the standards of reasonableness, good cause, and avoiding undue delay that would jeopardize a prompt investigation, as set forth in the later section (below) regarding timelines and extensions of timelines.
 5. Allow the parent or guardian of a party who is a minor or who is otherwise subject to legal guardianship to accompany the party during any investigative interview or other meeting held as part of the investigation to exercise rights on behalf of the party. To the extent that an investigator permits any personal advisor to be present during any investigative interview or other meeting held as part of the investigation, the investigator shall treat all parties equally. The investigator may place reasonable and lawful conditions on any such additional person's (i.e., parent, guardian, or advisor) presence during the proceedings, including conditions that limit their active participation and conditions intended to appropriately protect confidentiality and privacy, consistent with requirements established in the Title IX regulations.
 6. Review all evidence gathered through the investigation and determine what evidence is relevant and what evidence, even if relevant, is nonetheless impermissible for use or consideration. The term "relevant" is defined by the Title IX regulations, and impermissible evidence (and limited exceptions) is as described in 34 C.F.R. § 106.45(b)(7).
 7. If the investigator is also serving as the decisionmaker for the complaint, ensure that the investigation included sufficient opportunities, or attempts to provide opportunities, for the investigator to question parties and witnesses to assess credibility to the extent that credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination or retaliation.
 8. Prior to the end of the investigation phase of the grievance procedures, provide an equal opportunity for the parties to access either (1) the relevant and not otherwise impermissible evidence gathered through the investigation, or (2) an accurate description of such evidence.

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- a. If the investigator provides access or offers to provide access to a description of the evidence, then the investigator must further provide the parties with an equal opportunity to have direct access to the evidence **upon the request of a party**.
- b. The opportunity to access the evidence or a description of the evidence shall include a reasonable opportunity for the parties to provide a response to the evidence. Any response provided by a party shall become part of the record of the proceedings and shall be considered by the investigator prior to ending the investigation phase (e.g., to determine if any further investigation would be appropriate).

Insert if desired to operationalize the applicable regulatory requirement: "The investigator shall normally allow at least [ten (10) calendar days], starting from the date the investigator informs the parties that the evidence or description of the evidence is accessible for review, for the parties to provide a response to the evidence." [Editor's Note: This provision is an attempt to give some definition to and operationalize the regulatory requirement to provide "a reasonable opportunity to respond to the evidence." If a district does not include this provision, investigators would have to operationalize the requirement on their own in each complaint case.]

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- c. A party may decline to exercise these opportunities to access and provide a response to the evidence.

- 9. Any supplemental processes or procedures instituted by an investigator must not conflict with the District's written Title IX grievance procedures and must be applied to all parties equally. *Insert if desired as a clarification: "For example, if the investigator provides any additional opportunities to submit additional evidence or to further respond to evidence prior to the determination, such additional discretionary opportunities must be offered equally to all parties."*

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After the investigator completes the process of gathering evidence and closes the investigation:

- 1. If the investigator is also serving as the decisionmaker regarding the allegations, the investigator will proceed to make the findings and conclusions, including making any applicable credibility determinations, that are necessary to make a determination of the allegations.
- 2. If the investigator is **not** serving as the decisionmaker for the complaint:

- a. The investigator shall complete a written investigative report *insert if desired: "or personally meet with the District-designated decisionmaker"* to fairly summarize the relevant and permissible evidence—both inculpatory and exculpatory. To assist the decisionmaker, the investigator's written *insert if desired: "or oral"* report may also: *Editor's Note: The optional provisions in this paragraph, if included, would make the preparation of a written investigative report optional rather than mandatory. To facilitate the "handoff" to the separate decisionmaker and to maintain comprehensive records of how the investigator performed the investigative role, there are sound reasons for requiring a written report when the investigator is not the decisionmaker. However, the Title IX regulations themselves do not expressly mandate the preparation of a written investigative report. Therefore, although the option not to require a written report is presented for consideration, it is not presented as a recommendation. A district may wish to consult with legal counsel regarding this choice.*

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- i. Highlight what the investigator considers to be disputed or undisputed facts.
 - ii. Convey evidence, observations, or impressions that address (1) the credibility of parties or witnesses and/or (2) the reliability or persuasiveness of other evidence. However, any such assessments are in no way binding on the decisionmaker(s). Decisionmakers have an obligation to apply their independent judgment to all such decisions/issues.
 - iii. Include recommended findings of fact and/or recommended conclusions. Even if an investigator chooses to convey recommended findings or recommended conclusions (which is neither required nor, the designated decisionmaker(s) retain an obligation to objectively evaluate the relevant evidence, apply their independent judgment, and reach a determination. A decisionmaker shall not simply defer to any recommendations made by the investigator.
- b. The investigator shall **not** advocate for the imposition or non-imposition of specific remedies or sanctions.
 - c. The investigator shall provide the complete evidentiary record and the other records from the investigation phase of the grievance procedures to the decisionmaker (or to the Title IX Coordinator on behalf of the decisionmaker).
3. *Insert if desired: "At the discretion of the investigator, a written investigative report may be clarified, corrected, or amended prior to the conclusion of the grievance procedures provided that the investigator documents the reason for the change(s) and provides immediate notice of any such changes to the decisionmaker."* *Editor's Note: It is optional to expressly state these provisions because (1) the requirement to treat the parties equally in such matters is established directly in the federal regulations, and (2) an investigator likely has the stated discretion to correct or clarify a report, if needed, even if such discretion is not expressly mentioned.*

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III. Pre-determination procedures that apply if the investigator does not also serve as the decisionmaker

At the District's discretion, the designated investigator for a complaint may serve as the designated decisionmaker for the same complaint. However, the following procedures apply if the investigator does not also serve as the decisionmaker:

1. To the extent the credibility of any party or witness is both in dispute and relevant to evaluating one or more allegations of sex discrimination or retaliation, the decisionmaker **shall** arrange an opportunity for the relevant individuals to appear for questioning by the decisionmaker, the responses to which shall supplement the evidentiary record.
 - a. At the discretion of decisionmaker, but giving the same opportunities to all parties, any such appearance may be in person, by telephone, or via an online meeting. *Insert if desired: "However, reasonable efforts to arrange for an in-person appearance should normally be attempted before considering the other options."*
 - b. The decisionmaker may additionally request a party or witness to respond to one or more written questions, but written questions may not be entirely substituted for reasonable attempts to arrange an in-person, telephonic, or online appearance.
 - c. If such questioning to assess credibility results in the submission of new evidence that, in the judgment of the decisionmaker, is highly material to the allegations and beyond what the parties

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had a reasonable opportunity to address during the investigation phase, then the decisionmaker shall provide an opportunity for each party to respond to the new evidence.

2. Any supplemental processes or procedures instituted by the decisionmaker, such as providing an opportunity for a party to provide new evidence or to further respond to evidence must not conflict with the District's Title IX grievance procedures and must be offered to all parties equally. *Insert if desired: "However, neither a decisionmaker nor any person acting as the decisionmaker's designee may hold a live, adversarial hearing involving the parties under these grievance procedures."* *Editor's Note: Although it is permissible in at least some circumstances to hold a formal adversarial hearing as part of the Title IX grievance procedures, it is likely that very few school districts will choose to do so. The optional language at the end of this paragraph goes a step further to expressly prohibit even the possibility of holding such a hearing.*
3. The decisionmaker may consult with the investigator regarding the evidentiary record and/or ask the investigator to clarify statements included in an investigative report. If appropriate and with immediate notice to the decisionmaker, the investigator may amend the investigative report for purposes of clarity, accuracy, or completeness, with documentation of the reason for the change(s).

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IV. Determination of the allegations

A decisionmaker designated by the District will make a determination regarding the allegations that have been subject to an investigation under these grievance procedures, based on an evaluation of the relevant and permissible evidence and using the preponderance of the evidence standard of proof. *Editor's Note: The Title IX regulations permit school districts to choose to use the "clear and convincing" evidentiary standard for purposes of Title IX (i.e., instead of the preponderance standard) only if the district uses the "clear and convincing" standard in all other comparable proceedings, including for addressing complaints of other types of discrimination. Although the WASB believes almost no school district uses the "clear and convincing" standard in comparable proceedings, this may be an issue that a district wishes to review with its legal counsel.*

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The designated decisionmaker shall notify the parties, in writing, of the following:

1. The determination whether sex discrimination or prohibited retaliation occurred under Title IX.
2. The rationale for any such determination(s).
3. If applicable, the permissible bases for the complainant and respondent to appeal the determination(s) made under Title IX.

If applicable, the decisionmaker shall also notify the appropriate parties, in writing, of the following:

1. Any conclusion regarding whether any of the conduct encompassed by the allegations brought under Title IX and that is found to have occurred violated other laws or District policies or otherwise constituted misconduct within the scope of the District's disciplinary jurisdiction. In the event a decisionmaker defers making or neglects to make any such additional conclusions, the District may still make such additional conclusions after the conclusion of the Title IX grievance procedures using the evidence gathered during the investigation phase of the Title IX grievance procedures.
2. The determination regarding any alleged conduct that, although not a component of any of the Title IX allegations, was investigated using the grievance procedures and assigned to the same

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decisionmaker, except that any such determination may be shared with a party only if the determination is relevant to that party and if applicable law permits the disclosure of the determination to that party.

3. To the extent expressly required by any applicable law (such as under Chapter PI 9 with respect to a determination of allegations of pupil discrimination prohibited under state law), notice of any right of a party to appeal any determinations made under item 1. or 2. in this list.

The decisionmaker shall provide a copy of the written determination to the Title IX Coordinator and to the District Administrator. If no timely appeal requesting reconsideration of the determination is filed, the determination serves as the final District decision as of the last day for submitting such an appeal.

V. Appeals of the determination of allegations of sex discrimination or retaliation under Title IX

~~Editor's Note: The 2024 Title IX regulations require school districts to offer the parties an appeal process that, at a minimum, is the same as it offers in all other comparable proceedings, if any, including proceedings relating to other discrimination complaints. This requirement makes it VERY IMPORTANT for school districts to evaluate the appeal options currently offered under comparable complaint procedures and particularly under the district's current student nondiscrimination and employment nondiscrimination policies. It may be necessary, and will be at least highly advantageous, for the district to amend all such complaint procedures to sufficiently harmonize the relevant appeal processes.~~

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~~Additionally, offering an appeal to the school board regarding the determination of student or employee discrimination complaints takes on new significance under the 2024 Title IX regulations because it can be argued that, if such an appeal is offered and extended to Title IX complaints, then the school board must receive Title IX training as persons who are responsible for the implementation of the district's Title IX grievance procedure.~~

~~The following placeholder language is substantially consistent with appeal language appearing in PRG 311 Sample Rule 1 and PRG 411 Sample Rule 3, and it presumes that the district has NOT elected to offer a final appeal to the school board in those comparable proceedings. However, it is important for a district to strongly consider purposefully harmonizing the appeal provisions of all such complaint procedures in the relatively near future.~~

~~IMPORTANT: Under these placeholder appeal procedures, the appeal is decided by the District Administrator. It is possible that this may mean that the District Administrator could not serve as the initial decisionmaker in the previous stage of the Title IX grievance procedure.~~

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Insert an appeal procedure that is consistent with the appeal procedure offered in comparable complaint proceedings, for example:

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"If any party to the complaint is dissatisfied with the decisionmaker's determination, the party may, within [ten (10) calendar days] of the date of delivery of the determination decision, file a written request for reconsideration with the office of the District Administrator. (The request may be submitted via electronic mail to the District Administrator's District-issued email address.) At the District's discretion (e.g., if the appeal is based on new evidence that was not reasonably available), limited additional fact-finding may occur.

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If a party requests reconsideration, the party shall identify the basis for the request with reasonable specificity. Examples of possible grounds for an appeal, if supported by appropriate specificity, include a contention that the determination of the complaint does not reflect a reasonable view of the evidence, a contention that the determination is based on an error of law, a contention that the determination was materially affected by a conflict of interest or bias on the part of an agent of the school district, the existence of new and material evidence that was not reasonably available at the time of the initial determination, or a procedural irregularity that materially affected the outcome.

Prior to reaching a decision that would modify the challenged determination, the District will give the other parties to the matter at least [five (5) calendar days] to submit a statement regarding the asserted grounds for modification.

Giving due consideration to the overall time frames established for completing the grievance procedures, the District Administrator will normally issue a written decision on reconsideration to the parties within [twenty (20) calendar days] of the District Administrator's receipt of the request, unless the District Administrator determines that there is good cause for an extension of that timeline. The District shall notify the parties of any extension of the timeline.

If the District Administrator is a party to the complaint or otherwise affected by a conflict of interest or improper bias, the District would need to designate an alternate person or body to make the decision on reconsideration.

A decision on reconsideration is the final District determination of the complaint. If the Title IX complaint encompassed allegations that, if proven, would separately constitute a violation of the state pupil nondiscrimination provisions set forth in section 118.13 of the state statutes and Chapter PI 9 of the Wisconsin Administrative Code, the decision on reconsideration will include appropriate information about a complainant's right under Chapter PI 9 to appeal an adverse determination made under state law to DPI."

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VI. Provision of remedies and sanctions after a determination becomes final

If there is a determination that sex discrimination or retaliation prohibited by Title IX occurred, the Title IX Coordinator (or a qualified designee) shall:

1. As needed to address any uncertainty, contact the District Administrator to determine who will authorize specific remedies and sanctions that are responsive to the determination of sex discrimination or retaliation.
2. Ensure that District decisions regarding remedies and sanctions are appropriately documented for the record of the complaint.
3. Coordinate the provision and implementation of remedies to a complainant and other persons the District identifies as having had equal access to the Districts education program or activity limited or denied by sex discrimination or prohibited retaliation.
4. Coordinate the imposition of any disciplinary sanctions on a respondent, **including providing notification to the complainant of any such disciplinary sanctions.**

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- a. In some cases, the sanctions may involve the initiation of disciplinary proceedings that are subject to separate and additional procedural requirements (such as for the expulsion of a student or for the termination from employment for an employee, if applicable).
5. 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.

If District has concluded that misconduct other than a violation of Title IX occurred, remedies and any disciplinary consequences for such other misconduct (or recommendations to initiate specific disciplinary proceedings) shall be determined by an appropriate administrator or supervisor. These grievance procedures are not intended to otherwise address any remedies or disciplinary consequences for such other misconduct.

Other Elements, Requirements, and Limitations of the Grievance Process

I. Dismissals of complaints

Following the receipt of a Title IX complaint made through the District's Title IX grievance procedures that alleges or purports to allege unlawful sex discrimination or retaliation that is prohibited under Title IX, including at points following the initiation of the District's Title IX grievance procedures, the District has authority to determine whether, consistent with the federal Title IX regulations, to dismiss a complaint in whole or in part for purposes of Title IX and the District's Title IX grievance procedures. The District expects its Title IX Coordinator(s) and its designated complaint investigators and decisionmakers to promptly raise the issue of dismissal as needed.

1. **Mandatory dismissal for purposes of Title IX.** For purposes of Title IX and the District's Title IX grievance procedures, the District will dismiss a complaint that was initially identified as a complaint of sex discrimination or retaliation under Title IX if the District concludes that either the following applies:
 - a. The complaint does not present any allegation that, even if proved, would constitute sex discrimination or prohibited retaliation under Title IX. This includes dismissal due to none of the allegations, even if proved, having a sufficient connection to the District's education program or activity.
 - b. The complainant voluntarily withdraws any or all of allegations in the complaint; the District's Title IX Coordinator declines to initiate a Title IX complaint on any of the withdrawn allegations; and, as to any remaining conduct that has been alleged, the District concludes that the remainder of the complaint does not present any allegation that, even if proved, would constitute sex discrimination or prohibited retaliation under Title IX.

Except in the case of the complainant's voluntarily withdrawal of **all** allegations, prior to dismissing a complaint on the basis that no allegations (or remaining allegations) would constitute sex discrimination or prohibited retaliation, the Title IX Coordinator or a designee must make a reasonable effort to clarify the allegations (or remaining allegations) with the complainant.

2. **Discretionary dismissal of the complaint or specific allegations.** The District may dismiss a complaint or dismiss specific allegations within a complaint, for purposes of Title IX and the District's Title IX grievance procedures, if the District concludes that any of the following apply:

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- a. The relevant respondent is not participating in the District's education program or activity and is not employed by the District.
- b. The District is unable to identify the relevant respondent (if any) after taking reasonable steps to do so.
- c. The complainant voluntarily withdraws one or more, but not all, of the allegations presented in the complaint, and the District's Title IX Coordinator declines to initiate a Title IX complaint on the withdrawn allegations. In this instance, the withdrawn allegations will be dismissed, but the remaining allegations will proceed, subject to the rules set forth above regarding mandatory dismissals.
- d. The District determines that specific allegations made in the complaint, even if proven, would not constitute sex discrimination or prohibited retaliation under Title IX **and** elects to dismiss those specific allegations from the complaint even though other allegations are **not** being dismissed. Prior to dismissing any allegation on this basis, the Title IX Coordinator or a designee must make a reasonable effort to clarify the allegations with the complainant.

3. Dismissal procedures.

- a. At least one of the following administrators, acting in consultation as needed with District legal counsel, must authorize the dismissal of a complaint made through the District's Title IX grievance procedures or any individual allegations included in such a complaint: *insert the position titles of multiple administrators who could be expected to be aware of and appropriately apply the relevant standards—e.g., "the District Administrator, the Title IX Coordinator, or an administrative-level designee acting on behalf of the Title IX Coordinator."* *Editor's Note: The Title IX regulations do not specify who may authorize a dismissal. However, a district should presume that the person who authorizes the dismissal of a complaint must have received appropriate Title IX training.*
- b. The administrator authorizing the dismissal shall ensure that District Administrator and Title IX Coordinator are notified of a decision to dismiss a complaint, in whole or in part.
- c. The administrator authorizing the dismissal, the Title IX Coordinator, or their designee must:
 - i. Promptly notify the complainant of the basis for the dismissal and that the dismissal may be appealed on any of the bases set forth in subsection 106.46(i)(1) of the federal Title IX regulations (i.e., certain procedural irregularities, new evidence, or conflicts of interest/bias).
 - ii. If the dismissal occurs after the respondent has been notified of the allegations, promptly notify the respondent of the dismissal and the basis for the dismissal, as well as that dismissal may be appealed on any of the bases set forth in subsection 106.46(i)(1). When required, notice to the respondent shall be provided promptly after notification is given to the complainant, or, any time the notification is provided in writing, it shall be provided simultaneously to both parties.
- 4. **Appeal of a dismissal.** A dismissal of the complaint or the dismissal of a specific allegation is an appealable decision to the extent required by the federal Title IX regulations. See 34 C.F.R. §§106.45(d)(3) and 106.46(i)(1).
 - a. A party receiving notice of a dismissal decision that wishes to appeal the dismissal of a complaint or the dismissal of specific allegations shall notify the Title IX Coordinator of the appeal in writing,

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including providing a statement of the specific grounds for the appeal, within **five (5) business days** of the date that the District provides the notice of dismissal.

- b. The permissible grounds for an appeal of the dismissal decision are limited and are set forth in subsection 106.46(i)(1) of the federal Title IX regulations.
 - c. If a dismissal decision is appealed, the Title IX Coordinator or a designee shall coordinate the processing of the appeal according to all of the appeal procedures and requirements set forth in subsection 106.45(d)(3) of the federal Title IX regulations.
5. **Ongoing obligations to offer supportive measures and take steps to ensure that any sex discrimination does not continue.** If a complaint that has been dismissed, in whole or in part, leaves the District with notice of conduct that, although **not** being pursued as a complaint, may reasonably constitute sex discrimination or retaliation prohibited under Title IX, then the District and the Title IX Coordinator have ongoing obligations to:
- a. Offer and coordinate supportive measures as required under subsections 106.44(f)(1)(ii) and 106.45(g).
 - b. 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, as required under § 106.44(f)(1)(vii).
6. **Status of dismissed allegations.** If a complaint or any specific allegation within a complaint is dismissed for purposes of Title IX, the District retains discretion, to the extent permitted or required by law, to take action with respect to the dismissed allegations or related conduct under other District policies and procedures. However, there may be limits on the District's authority to pursue disciplinary consequences or sanctions with respect to any dismissed allegation that could have constituted sex discrimination or retaliation under Title IX. The administration may need to seek legal advice in such scenarios.

II. **Voluntary informal resolution of Title IX complaints**

To the extent permitted by the Title IX regulations and not prohibited by any other law, the District may elect to offer and facilitate a strictly voluntary informal resolution process that attempts to resolve the allegations of a complaint of sex discrimination or prohibited retaliation under Title IX, in whole or in part, without a full investigation and determination under the District's Title IX grievance procedures. **By law, an informal resolution process may not be used in connection with allegations that a District employee engaged in sex-based harassment of a student.**

Insert if desired: "As examples of informal processes that may be appropriate in some circumstances, the District's agents may (1) offer to mediate a resolution between the parties identified in a complaint; or (2) explore the parties' willingness to voluntarily proceed without a full investigation and/or adjudication when the facts may be undisputed or where there may be an opportunity to reach stipulated facts."

The following apply to the use of an informal resolution process:

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1. **Notice of informal resolution process.** Before the initiation of an informal resolution process, the District must provide to the parties with notice of all of the information required under subsection 106.44(k)(3) of the federal Title IX regulations.
2. **Voluntary consent to participate.** The District must obtain the parties' voluntary consent to participate in the informal resolution process for the specific complaint. A party may withdraw their consent at any time prior to approving a resolution agreement and pursue (or resume) the District's grievance procedures.
3. **Facilitator requirements.** The district must designate a trained facilitator for the informal resolution process. The facilitator may not be the same person as either the investigator or decisionmaker for the complaint.
4. **Timelines.** If an attempt to reach a voluntary informal resolution has not reached a conclusion within **"twenty-one (21) calendar days"** of the date that the District received the consent of the parties, the District and the parties may mutually and voluntarily agree to extend the timeframe for attempting an informal resolution. In the absence of a mutual agreement to extend the timeframe, the District will provide reasonably prompt written notice to the parties that the informal process is being abandoned and that the District will resume the standard grievance procedures.
5. **Resolution agreements.** If a voluntary resolution of any of the allegations of the complaint is reached, the resolution shall be documented in a written resolution agreement that, upon being approved by the parties, is binding on the parties and has some preclusive effect regarding the resolved allegations.
6. **Ongoing obligations to take steps to ensure that any sex discrimination does not continue.** If the parties' participation in an informal resolution process and the approval of a resolution agreement leaves the District with notice of conduct that, although **not** being pursued as a complaint, may reasonably constitute sex discrimination or retaliation prohibited under Title IX, then the District and the Title IX Coordinator have ongoing obligations, to the extent necessary, to 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. See 34 C.F.R. §§ 106.44(f)(1)(vii) and 106.44(k)(1).

III. Timeframes and extensions

The District normally intends to conclude the grievance procedures within approximately **90 calendar days** of the date that a Title IX complaint is made by a party or initiated by a Title IX Coordinator, recognizing that in certain circumstances it may be practical to complete the process in less time, and in other circumstances the process may reasonably require more time. **(Editor's Note: The 90-day period in this paragraph was selected to correspond to the 90 days that are allowed to reach a local determination of a pupil discrimination complaint under Chapter PI 9 of the Wisconsin Administrative Code.)**

The following are general timeframes that apply to the major stages of the grievance procedures, unless tolled by the parties' voluntary attempt to reach an informal resolution or unless materially extended for good cause and with notice to the parties (as further described below):

Pre-investigation screening and evaluation of the complaint: **15 calendar days** from the date the complaint is made

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Investigation and determination:

1. When the **same person** serves as the investigator and decisionmaker: **[60 calendar days]** from the date the notice of the allegations is provided to the complainant

2. When assigned to **different** individuals:
 - Investigation:
 - **[40 calendar days]** from the date the notice of the allegations is provided to the complainant.
 - **[20 calendar days]** from the date the decisionmaker receives the investigatory record and report and evidence.
 - Determination:

Appeal:

[20 calendar days] from the date a request for an appeal is filed.

Regarding the general timeframes identified above:

1. Notice of an extension decision does not need to be provided for any *de minimis* deviation from the general timeframes provided above (e.g., a deviation of one or two days to account for a deadline that would otherwise fall on a weekend, holiday, etc.).
2. The 90-day approximation for typical completion of the grievance procedures assumes that, in the typical case, one or more of the major stages will be finished earlier than general timeframe established for that stage, and it also assumes that not every determination of a complaint will be appealed.
3. If it is known at the outset of the grievance procedures that the general timelines for the major stages will be materially affected by, for example, school break schedules, the Title IX Coordinator may immediately notify the parties of the expected adjustments to the general timeframes. However, the District will continue to process pending complaints during the summer months.
4. It is expected that the general timeframes for the investigation stage (or the joint investigation and determination stage) will have the greatest variability and is particularly likely to encounter good cause for an extension.
5. If the target date for completing a major stage of the grievance procedures passes and if a party has not received a notice of an extension and a reason for the extension, the party's primary remedy is to contact the Title IX Coordinator, who will ensure that the District communicates a prompt update regarding the timeframes to all parties.

Any party or witness may, for good cause, request (1) the rescheduling of an investigative interview or other meeting; or (2) a limited extension of a specific deadline that applies to the party or witness. Any such request shall be submitted in writing to the Title IX Coordinator, investigator, decisionmaker, or appeal decision-

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maker, as applicable to the relevant stage of the proceedings. Upon request, the Title IX Coordinator will assist a party or witness in making and routing such requests to the appropriate person.

The Title IX Coordinator, investigator, decisionmaker, or appeal decisionmaker (as applicable to the specific stage of the proceeding) may grant such a request, and may also self-initiate such a delay, rescheduling, or extension, upon determining that there is good cause and that approving the request would not be unduly prejudicial to any of the parties or unreasonably extend the conclusion of the grievance procedures.

The appropriate agent of the District or a designee shall provide the complainant and respondent with prompt written notice of any decision to extend a timeline or to grant or deny a request for an extension of a specific deadline. Such notice shall include the reason(s) for the action. *[Insert if desired: "To the extent a given deadline applies to multiple parties, any extension of the deadline automatically applies to all such parties."]*

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If a complaint of sex discrimination under Title IX also constitutes a complaint of pupil discrimination under Chapter PI 9 of the Wisconsin Administrative Code, and if a requested or contemplated delay/extension would prevent the District from reaching a determination of the complaint within 90 calendar days, the District's agents shall evaluate whether it is necessary or appropriate to request the parties' consent to the delay/extension.

[Insert for clarification and guidance, if desired: "Good cause may include considerations such as the temporary absence or unavailability of a party or witness, reasonable time for a party to confer with an advisor and prepare for an investigative interview; concurrent law enforcement activity; the complexity of the allegations; or the need for language assistance or accommodation of disabilities. In evaluating whether good cause exists with respect to a party's request, the District may take into account the party's history of requesting delays or extensions and the reasons for any such prior requests."]

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Although the agents of the District are expected to make reasonable efforts to accommodate the schedules of parties and witnesses, the District also may not, without good cause, materially deviate from its own designated timeframes for the grievance process. Accordingly, the District retains discretion to grant a shorter delay or extension than was requested. Further, in some cases, the District may deny a scheduling request and, if necessary, proceed with the grievance procedures in the absence of a party or witness, a party's filing/response, or a witness."

[Insert if desired: "Voluntary Waivers of Timeframes. In instances where the District's grievance procedures grant the parties a certain minimum time period (e.g. to submit a response to the evidence or to submit an appeal) a party may voluntarily waive all or part of such time period by communicating their voluntary waiver to the Title IX Coordinator, investigator, decisionmaker, or other agent of the District involved in implementing the relevant aspect of the grievance procedures."] *[Editor's Note: Having the option to obtain a voluntary waiver may speed up the grievance process where, for example, a party does not intend to submit a particular optional response. However, the authority to obtain such a waiver from a party is not expressly provided within the Title IX regulations.]*

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IV. Consolidation of complaints

When the allegations of sex discrimination or retaliation arise out of the same facts or circumstances, the District may elect to consolidate complaints of sex discrimination and/or retaliation (1) against more than one

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respondent; (2) by more than one complainant against one or more respondents; or (3) by one party against another party (e.g., multiple allegations that were made separately or counter-allegations). When the identity of the parties is not identical, efficiency advantages associated with possible consolidation must be weighed against any privacy rights and against the privacy concerns of the different parties.

V. Concurrent investigation and consideration of multiple potential grounds for a determination of responsibility/misconduct

If the allegations sex discrimination or retaliation set forth in Title IX complaint could also constitute or fairly encompass allegations of conduct that could constitute (1) discrimination under a different law, or (2) a violation of a District policy or rule (including any District code of conduct that may be applicable to the respondent), or (3) any other established grounds for the imposition of possible disciplinary sanctions, then the District may, at its discretion, investigate the facts and circumstances related to such other legal or policy standards using these grievance procedures and apply the facts, as found through the investigation, to all potential grounds for a finding of responsibility/misconduct and possible discipline. Similarly, if alleged conduct arising out of the same facts or circumstances as the conduct that is alleged to constitute sex discrimination or prohibited retaliation may be grounds for a finding of a violation of law or policy or other potential misconduct, the District may elect to concurrently investigate such related conduct or charges via the investigation initiated under these grievance procedures. Unless otherwise required by law, the investigation and determinations reached through the Title IX grievance procedures shall constitute sufficient processing of any such related, overlapping, or intertwined complaint(s), allegations, or charges that may arise out of the same facts or circumstances as the allegation(s) of Title IX discrimination.

In all cases involving such concurrent investigation and concurrent consideration of such additional allegations or charges, the District's agents implementing the grievance procedures are responsible for appropriately notifying each affected party that an investigative interview, meeting, or other proceeding will address such additional, potentially-disciplinary matters as part of a concurrent investigation. At the determination stage of these grievance procedures, if an agent of the District reaches a conclusion that any party committed any violation or engaged in any misconduct that is **not** a determination of whether sex discrimination or retaliation occurred under Title IX, then the District's agents are also responsible for adequately identifying the rationale and any specific basis (e.g., any federal law, state law, and/or a local policy or rule) for any such additional, non-Title IX determinations or conclusions.

VI. Retaliation is prohibited

No official, employee, or agent of the District, student, or any other person over whom the District exercises some authority may intimidate, threaten, coerce, or unlawfully discriminate against any individual (1) for the purpose of interfering with any right or privilege secured by Title IX or the Title IX regulations, or (2) because the individual has made a report or complaint, or testified, assisted, participated, or exercised a legal right to refuse to participate in any manner in an investigation or proceeding conducted under a District nondiscrimination policy or these grievance procedures. This non-retaliation provision does **not** preclude the District from (1) requiring an employee or other authorized agent of the District to participate as a witness in,

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or otherwise assist with, an investigation, proceeding, or hearing; or (2) imposing consequences for an employee's or agent's refusal to cooperatively participate or otherwise assist in such matters. *Editor's Note: While this paragraph will likely be repeated in a policy that covers all forms of unlawful discrimination there may be some value in including the language here as well due to some direct connections to the grievance procedures.*

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VII. *Bad faith conduct is prohibited*

To the extent permitted by law, the District reserves authority to appropriately address and impose consequences for bad-faith conduct by individuals who make a report or complaint, testify, assist, or participate in any manner in a Title IX investigation or other Title IX proceeding. For example, the District may impose lawful consequences for making a materially false statement in bad faith in the course of any proceeding that is conducted under the auspices of the District's Title IX obligations. *Insert the following clarification from the Title IX regulations, if desired: "However, a determination that a report or complaint of sex discrimination or prohibited retaliation was not substantiated, standing alone, is not sufficient to conclude that any party made a materially false statement in bad faith."* *Editor's Note: While this paragraph will likely be repeated in a policy that covers all forms of unlawful discrimination, there may be some value in including the language directly in the grievance procedures.*

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VIII. *Supportive measures relating to allegations of sex-based harassment*

Supportive measures, as described and defined in the Title IX regulations and elsewhere in this rule, are to be offered and coordinated based on notice to the Title IX Coordinator of conduct that reasonably may constitute sex discrimination or prohibited retaliation under Title IX. When a complaint alleging sex discrimination (including sex-based harassment) or retaliation has been made, the obligation to consider, offer, and coordinate supportive measures extends to both "complainants" and "respondents." Supportive measures are available at least through the resolution of a pending complaint.

Supportive measures are intended to be individualized and context-sensitive. The range of possible supportive measures that, in appropriate cases and when consistent with Title IX, may be available to complainants and respondents in connection with a **complaint of sex-based harassment** includes the following:

1. Possible changes in class schedules, for a student.
2. Extensions of time for coursework, rescheduling of tests and examinations, or the provision of alternatives for course completion or other academic support or accommodations, including providing support in structuring academic support or accommodations with applicable District staff.
3. Possible changes in work schedules, work locations, or work duties, for an employee.
4. Modified participation by a party in a District-sponsored activity.
5. Permitting/approving an authorized temporary leave of absence.
6. The imposition of "no contact" directives between or among parties.
7. Adjustments to the supervision provided by the District.
8. The creation of a personal safety plan.
9. The provision of counseling services or referrals for professional support services.

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10. Scheduled "check ins" between the party and an appropriate administrator or supervisor to discuss current circumstances and any new or modified needs.
11. Jointly planned and District facilitated communications to specific persons that are intended to facilitate meeting the party's individual needs for support and/or to help protect the party's privacy.
12. Individualized prevention and awareness training.
13. Such other supportive measures as may be appropriate and consistent with the definition and purpose of supportive measures as set forth in the federal Title IX regulations.

In addition, as described elsewhere in this rule, the parties to a complaint of sex-based harassment or other forms of sex discrimination may submit requests to have a District decision relating to supportive measures reviewed by an impartial employee, and, if appropriate, having the District decision modified or reversed.

IX. Range of disciplinary sanctions for sex-based harassment

After a determination through these grievance procedures that a party is responsible for sex-based harassment prohibited under Title IX, any disciplinary sanctions that the District may impose will depend on the nature of the misconduct and the individual's then-current status as a student, employee, or other person connected to the District's education program or activity. Disciplinary sanctions that are issued or recommended as a result of such a determination of responsibility are intended as consequences for past misconduct and/or as a deterrent against any future sex-based harassment.

1. **Students.** The range of possible disciplinary sanctions or recommended sanctions for students includes but is not limited to suspension from school, expulsion from school, and disciplinary suspension of eligibility to participate in District-sponsored extracurricular activities. The District may also prohibit the student from being present on District property or at certain District-sponsored events or activities to an extent that exceeds actions that would be allowable as supportive measures. A disciplinary no-contact directive may be put in place. This provision does not modify any student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.
2. **Employees.** The range of possible disciplinary sanctions or recommended sanctions for employees includes but is not limited to a formal reprimand, an indefinite demotion or salary reduction, a disciplinary reassignment exceeding what may be allowed as a supportive measure, an unpaid suspension, contract nonrenewal, and termination of employment. At the District's discretion, such sanctions may be structured with or without special conditions, such as notice of a zero-tolerance policy for any prospective related violations, or a directive prohibiting the employee from being present on District property or at certain District-sponsored events or activities to an extent that exceeds actions that would be allowable as supportive measures. A disciplinary no-contact directive may be put in place.
3. **Other persons.** The range of possible disciplinary sanctions or recommended sanctions for other persons includes but is not limited to suspension from or the termination of a District-authorized role (e.g., volunteer), termination or nonrenewal of contracts, and a directive prohibiting the individual from being present on District property or at certain District-sponsored events or activities to an extent that exceeds actions that would be allowable as supportive measures. A disciplinary no-contact directive may be put in place.

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X. *Range of remedies for sex-based harassment*

Remedies are measures provided, as appropriate, to a complainant or any other person who the District has identified as having had their equal access to the District's education program or activity limited or denied by sex discrimination, including sex-based harassment. The measures are provided to restore or preserve that person's equal access after the District makes a determination that that sex discrimination occurred.

Remedies are intended to be context-sensitive. The range of possible remedies that the District may provide includes but is not limited to measures that might have been provided or available as supportive measures. However, in some cases, remedies may burden a respondent to a greater extent than is permissible in connection with supportive measures. Remedies can also include measures that, for example, target ongoing prevention and awareness among persons participating in District programs and activities or that attempt to monitor and improve the quality of the workplace, school, or program environment so that students, employees, and others are safe and free from sex-based discrimination and harassment.

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Definitions

Within the Title IX grievance procedures set forth in this rule:

- **Business days** means days that the main administrative office of the District is staffed, in person or virtually, for responding to regular business and public contacts. Business days never include Saturday or Sunday.
- The terms "**written**" or "**in writing**" include a notice or communication provided in hard copy format via hand delivery or via U.S. Mail to the address of record or in an electronic format via an email sent to an email address that has been issued by the District or that has been provided by the intended recipient.
- With respect to a communication sent by electronic mail, an email is deemed to be **delivered** when it was first electronically available to be accessed by the recipient, and delivery presumptively occurs on the same day as the email was sent. With respect to a communication sent by U.S. Mail, the communication is deemed **delivered** on (1) the date reflected on any confirmation of delivery or delivery receipt; or (2) three business days after the communication was sent by First Class Mail if no delivery confirmation was requested.

- Proof by a **preponderance of the evidence** means that a decision-maker must determine, based on an evaluation of all relevant and permissible evidence, whether alleged facts are more likely than not to be true. *Editor's Note: This definition assumes that the district uses the preponderance of the evidence standard at the decision-making stage of this grievance process, above. If a district instead uses the "clear and convincing" standard (which would be very unusual—particularly under the 2024 Title IX regulations), then replace this definition with the definition of such other standard.*

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In connection with any report or complaint that alleges a sexual assault and when (1) the absence of the consent of the alleged victim is a relevant element of the alleged offense, and (2) the alleged victim is considered legally competent to potentially give consent:

- Unless otherwise required by law in connection with the District's evaluation, investigation, or determination of the alleged conduct, the terms **consent** and **without consent** shall be determined using the following definitions: ~~found in section 940.225(4) of the state statutes, subject to the following for these District-related purposes: (1) a finding that conduct occurred without the consent of the alleged victim needs to be proven by the evidentiary standard established in these grievance procedures; and (2) the words and actions of the alleged victim are to be evaluated from the perspective of what a reasonable person would understand them to mean, such that if the conduct is found to have occurred without the consent of the alleged victim under the relevant standard, then a showing that the respondent had formed a subjective belief that the alleged victim had consented is not a defense that defeats the finding of an absence of consent.~~

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Editor's Note: The above definition of consent relies on state law and, with respect to any subjective belief that the respondent may have formed, further draws on concepts that appear as footnotes in certain draft jury instructions (e.g., [Wis. J.—Criminal 1208 \(2016\)](#)) related to [section 940.225\(4\)](#) of the state statutes. An alternative definition of "consent" can be substituted for the above definition; and, because Title IX does not require a particular definition of "consent," any alternative definition may or may not be similar to the definition used in the state criminal code and in the provision above. The [UW System, as of May 2021](#), has formulated an alternative definition of "consent" in connection with its Title IX procedures that is similar to the standard given above, but it avoids cross-referencing the statute and establishes much more detail on

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the issue of possible incapacity to give consent. The following two definitions are an adaption of the UW System's definition that could be substituted in place of the definition of "consent" given above:

"Consent means words or overt actions by a person who is competent to give informed consent, indicating a freely given agreement to engage in sexual contact or other relevant activity referenced in the applicable definitions of sexual assault. A person is unable to give consent if the person is in a state of incapacitation because of drugs, alcohol, physical or intellectual disability, or unconsciousness. As additional clarifications for these District-related purposes: (1) a finding that conduct occurred without the consent of the alleged victim needs to be proven by the evidentiary standard established in these grievance procedures; and (2) the words and actions of the alleged victim are to be evaluated from the perspective of what a reasonable person would understand them to mean, such that if the conduct is found to have occurred without the consent of the alleged victim under the relevant standard, then a showing that the respondent had formed a subjective belief that the alleged victim had consented is not a defense that defeats the finding of an absence of consent.

Incapacitation, within the definition of consent (above), means the state of being unable to physically or mentally make informed rational judgments and effectively communicate, and may include unconsciousness, sleep, or blackouts, and may result from the use of alcohol or other drugs. Where alcohol or other drugs are involved, evaluation of incapacitation requires an assessment of how the consumption of alcohol or drugs affects a person's decision-making ability; awareness of consequences; ability to make informed, rational judgments; capacity to appreciate the nature and quality of the act; or level of consciousness. The assessment is based on objectively and reasonably apparent indications of incapacitation when viewed from the perspective of a sober, reasonable person.

END OF EDITOR'S NOTE

The following terms within this rule have the definitions specified in the federal Title IX regulations, including all applicable exclusions, exceptions, and clarifications of scope found in the federal regulations. See 34 C.F.R. Part 106; see especially 34 C.F.R. §§106.2 and 106.10. Paraphrasing the applicable regulatory provisions:

- **Complainant** means:
 - A **student or employee** who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or the Title IX regulations; or
 - 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 or the Title IX regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.
- **Respondent** means a person who is alleged to have violated the District's prohibition on sex discrimination.
- **Party** means a complainant or respondent.
- **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 or the Title IX regulations.

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- **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:
 - 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
 - Provide support during the District’s grievance procedures under § 106.45, and if applicable § 106.46, or during the informal resolution process under § 106.44(k).
- **Disciplinary sanctions** means consequences imposed on a respondent following a determination under Title IX that the respondent violated the District’s prohibition on sex discrimination (or retaliation as prohibited under Title IX).
- **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.
- **Relevant** means related to the allegations of sex discrimination under investigation as part of the District’s Title IX 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 decisionmaker in determining whether the alleged sex discrimination occurred.
- **Discrimination on the basis of sex**, for purposes of the federal Title IX regulations and to the extent required by federal law, includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. *Editor’s Note: Around the country, some states and school districts are challenging this express definition of the scope of discrimination on the basis of “sex,” which is newly established in section 106.10 of the 2024 Title IX regulations. As of the date of drafting this sample rule, section 106.10 of the 2024 regulations is still scheduled to take effect in Wisconsin on August 1, 2024. In addition, federal case law within the Seventh Circuit Court of Appeals has interpreted Title IX in a manner that is consistent with section 106.10 in at least some circumstances.*
- **Sex-based harassment** prohibited by the Title IX regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the bases described in § 106.10, that is any of the following:
 - **Quid pro quo harassment.** An employee, agent, or other person authorized by the District 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.
 - **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;

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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.
- **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, including but not limited to rape, sexual assault with an object, and groping.
 - **Dating violence** meaning violence committed by a person:
 1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
 2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship;
 - The type of relationship; and
 - The frequency of interaction between the persons involved in the relationship.
 - **Domestic violence** meaning felony or misdemeanor crimes committed by a person who:
 1. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the District, or a person similarly situated to a spouse of the victim;
 2. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 3. Shares a child in common with the victim; **or**
 4. Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
 - **Stalking** meaning 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.

Cross References:

WASB PRG 113 Sample Rule 1

Adoption Date:

**STORMWATER MANAGEMENT SYSTEM
MAINTENANCE AGREEMENT**

RECITALS:

- A. Waunakee Community School District (“Owner”) is the owner of 501 South Street more particularly described on Exhibit A attached hereto (“Property”).
- B. Owner desires to construct buildings and/or parking facilities on the Property in accordance with certain plans and specifications approved by the Village of Waunakee (“Village”).
- C. The Village requires Owner to record this Stormwater Management System Maintenance Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures as set forth below.

This space is reserved for recording data

Return to:

Village of Waunakee
Engineering Division
500 W Main Street
Waunakee, WI 53597

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with the Village Engineer. Said maintenance shall be at the Owner’s sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.
- 2. Failure to Maintain. If Owner fails to maintain the stormwater management measures as required in Section 1, then Village shall have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30) days to comply with the Village’s maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. Village will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. If Owner fails to pay for said costs of corrective action then the Village shall be entitled to place the cost of the corrective action on the tax roll for the Owner’s Property as a special charge pursuant to Wis. Stats. § 66.0627.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the Village and all of the then-owners of the Property.

4. Miscellaneous.

- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Waunakee Community School District
 905 Bethel Circle
 Waunakee, WI 53597
 Attn: Steve Summers

If to Village: Waunakee Village Hall
 500 W. Main Street
 Waunakee, WI 53597
 Attention: Village Engineer

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the agreements set forth herein are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Dated: July ___, 2024

WAUNAKEE COMMUNITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Dated: July ___, 2024

VILLAGE OF WAUNAKEE

By: _____

Name: _____

Title: _____

This instrument was drafted by:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the
Waunakee Community School District.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the
Village of Waunakee.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Legal Description of Property:

Lot 1 of Certified Survey Map No. 16525, recorded as Doc. No. 5970348, in the Village of Waunakee, Dane County, Wisconsin.

Maintenance Provisions:

Owner shall install a Bioretention System in accordance with plans approved by Village Engineer. Bioretention for infiltration shall also be installed in accordance with WDNR Conservation Practice Standard #1004. Owner shall maintain records of installation, inspections, cleaning and any other maintenance. Visual Inspection of the Bioretention System shall be performed, at a minimum, annually. Maintenance shall be required when system shows standing water beyond 72 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 15% compost and 85% sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone. Any alterations to approved Bioretention System shall be approved by the Village Engineer. Owner shall maintain records of inspections, cleaning and replacement of the Bioretention Basin.

Document No.

**UTILITY EASEMENT
AGREEMENT**

Return to:
Attorney Jenna E. Rousseau
205 Doty Street, Suite 201
Green Bay, WI 54301

080908278011
Parcel Number

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Waunakee Community School District (the *Owner*) to the Village of Waunakee (the *Village*).

RECITALS :

A. The Owner is the fee holder of certain real property in the Village of Waunakee, Dane County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Village has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*) and as shown on Exhibit C.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the Village, and its successors, a perpetual easement and right-of-way to construct, install, operate, maintain, repair, replace and

extend underground utility facilities, conduit and cables, together with all necessary and appurtenant equipment under and above ground to transmit electric energy, including the customary growth and replacement thereof, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. In addition, the Owner grants to the Village, and its successors, a perpetual easement and right-of-way to construct, install, operation, maintain, repair, replace and extend underground water main facilities, together with all necessary and appurtenant equipment under and above ground, including the customary growth and replacement thereof, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. The Village shall not assign use of the Utility Easement Area to other utilities or service providers without the prior written consent of the Owner, which shall not be unreasonably withheld.

2. Temporary Construction Easement. During the period of construction or installation of improvements within the Property, the Village shall have a Temporary Construction Easement over those portions of the Property located within 10 feet of the Utility Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the completion of installation as contemplated in Section 1.

3. Indemnification. The Village shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement are suffered or sustained by any person or entity in connection with the Village's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Village's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Village shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance

with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

10. Notices. All notices to either party to this Agreement must be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last-known address. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. Any delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall not be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: July __, 2024

WAUNAKEE COMMUNITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Dated: July ____, 2024

VILLAGE OF WAUNAKEE

By: _____

Name: _____

Title: _____

This instrument was drafted by:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Waunakee Community School District.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Village of Waunakee.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Lot 1 of Certified Survey Map No. 16525, recorded as Doc. No. 5970348, in the Village of Waunakee, Dane County, Wisconsin.

EXHIBIT B

(Legal description of Utility Easement Area)

A Utility Easement located on Lot 1 Certified Survey Map No. 16525, recorded in the Dane County Register of Deeds Office in Volume 124 of Certified Surveys, Pages 20 through 25, as Document No. 5970348. Located in part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 in Section 8, T8N, R9E, Village of Waunakee, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 8; thence S 00°02'23" W along the east line of the said Northwest 1/4, 1,039.43 feet; thence N 88°54'28" W, 519.44 feet to the northeast corner of said Lot 1 Certified Survey Map No. 16525 and to the point of beginning.

Thence continue along said Lot 1 for the next two courses N 88°54'28" W, 329.67 feet to the east right of way of South Street; thence S 00°57'59" W along said east right of way, 20.00 feet; thence S 88°54'28" E, 276.51 feet; thence S 44°00'38" E, 21.39 feet; thence S 01°04'27" W, 46.11 feet; thence N 88°55'33" W, 17.47 feet; thence S 01°04'27" W, 20.00 feet; thence S 88°55'33" E, 17.47 feet; thence S 01°04'27" W, 74.65 feet; thence N 88°52'35" W, 68.90 feet; thence S 01°07'25" W, 13.00 feet; thence S 88°52'35" E, 68.91 feet; thence S 01°04'27" W, 171.17 feet; thence S 43°55'33" E, 189.18 feet; thence S 46°08'38" W, 18.78 feet; thence S 43°51'22" E, 20.00 feet; thence N 46°08'38" E, 18.81 feet; thence S 43°55'33" E, 72.51 feet; thence S 01°04'27" W, 286.76 feet; thence S 35°55'14" W, 79.45 feet; thence S 58°27'54" W, 40.05 feet; thence N 29°16'20" W, 16.14 feet; thence S 60°43'40" W, 20.00 feet; thence S 29°16'20" E, 16.93 feet; thence S 58°27'54" W, 291.74 feet; thence S 84°34'52" W, 73.36 feet; thence S 72°05'05" W, 66.89 feet to the said east right of way of South Street and the west line of said Lot 1; thence along said east right of way along and said west line of Lot 1 an arc of a curve concaved northeasterly having radius of 278.06 feet and a long chord bearing and distance of S 17°10'33" E, 20.00 feet; thence N 72°05'05" E, 64.96 feet; thence N 84°34'52" E, 75.81 feet; thence N 58°27'54" E, 360.43 feet; thence N 35°55'14" E, 89.49 feet; thence N 01°05'32" E, 301.54 feet; thence N 43°55'33" W, 274.23 feet; thence S 88°54'43" E, 70.79 feet; thence N 01°07'25" E, 10.00 feet to the north line of said Lot 1 Certified Survey Map No. 16525; thence along said Lot 1 for the next two courses N 88°54'43" W, 58.37 feet; thence N 01°07'25" E, 346.98 feet to the point of beginning. This easement contains 45,064 sq. ft. or 1.03 acres.

EXHIBIT C

(Exhibit of Utility Easement Area)



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

NOTES:

1.) THIS MAP IS NOT INTENDED TO BE A SURVEY OF THE PROPERTY. IT IS DONE FOR INFORMATIONAL PURPOSES ONLY.

2.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.

EXHIBIT MAP

LINE TABLE:

N. 1/4 CORNER
SECTION 8-8-9
FD. SURVEY NAIL

LOT 1 C.S.M. No. 11868

LOT 1
C.S.M. No.
11868

LOT 1
C.S.M. No.
16525

UTILITY
EASEMENT
45,064 SQ. FT.
OR 1.03 ACRES

CENTER OF SECTION
SECTION 8-8-9
FD. 1" IRON PIPE

BEARINGS ARE REFERENCED TO THE EAST
LINE OF THE NW 1/4 OF SECTION 8.
LINE TO BEAR = S 00°02'23" W

L#	BEARING	DIST.
L1	N 88°54'28" W	329.67'
L2	S 00°57'59" W	20.00'
L3	S 88°54'28" E	276.51'
L4	S 44°00'38" E	21.39'
L5	S 01°04'27" W	46.11'
L6	N 88°55'33" W	17.47'
L7	S 01°04'27" W	20.00'
L8	S 88°55'33" E	17.47'
L9	S 01°04'27" W	74.65'
L10	N 88°52'35" W	68.90'
L11	S 01°07'25" W	13.00'
L12	S 88°52'35" E	68.91'
L13	S 01°04'27" W	171.17'
L14	S 43°55'33" E	189.18'
L15	S 46°08'38" W	18.78'
L16	S 43°51'22" E	20.00'
L17	N 46°08'38" E	18.81'
L18	S 43°55'33" E	72.51'
L19	S 01°04'27" W	286.76'
L20	S 35°55'14" W	79.45'
L21	S 58°27'54" W	40.05'
L22	N 29°16'20" W	16.14'
L23	S 60°43'40" W	20.00'
L24	S 29°16'20" E	16.93'
L25	S 58°27'54" W	291.74'
L26	S 84°34'52" W	73.36'
L27	S 72°05'05" W	66.89'
L28	N 72°05'05" E	64.96'
L29	N 84°34'52" E	75.81'
L30	N 58°27'54" E	360.43'
L31	N 35°55'14" E	89.49'
L32	N 01°05'32" E	301.54'
L33	N 43°55'33" W	274.23'
L34	S 88°54'43" E	70.79'
L35	N 01°07'25" E	10.00'
L36	N 88°54'43" W	58.37'
L37	N 01°07'25" E	346.98'

CURVE TABLE:

C-#	RADIUS	CHORD BEARING AND DIST.	ARC
C-1	278.06'	S 17°10'33" E 20.00'	20.01'

SCALE 1" = 200'



0' 100' 200' 400' 600'

DATE: REV. 6-27-2024

JOB NO: 23W-495

Document No.

**UTILITY EASEMENT
AGREEMENT**

Return to:
Attorney Jenna E. Rousseau
205 Doty Street, Suite 201
Green Bay, WI 54301

080908278011
Parcel Number

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Waunakee Community School District (the *Owner*) to the Village of Waunakee (the *Village*).

RECITALS :

A. The Owner is the fee holder of certain real property in the Village of Waunakee, Dane County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Village has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*) and as shown on Exhibit C.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the Village, and its successors, a perpetual easement and right-of-way to construct, install, operate, maintain, repair, replace and

extend underground utility facilities, conduit and cables, together with all necessary and appurtenant equipment under and above ground to transmit electric energy, including the customary growth and replacement thereof, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. The Village shall not assign use of the Utility Easement Area to other utilities or service providers without the prior written consent of the Owner, which shall not be unreasonably withheld.

2. Temporary Construction Easement. During the period of construction or installation of improvements within the Property, the Village shall have a Temporary Construction Easement over those portions of the Property located within 10 feet of the Utility Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the completion of installation as contemplated in Section 1.

3. Indemnification. The Village shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement are suffered or sustained by any person or entity in connection with the Village's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Village's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Village shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all

parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

10. Notices. All notices to either party to this Agreement must be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last-known address. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. Any delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall not be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: July ___, 2024

WAUNAKEE COMMUNITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Dated: July ____, 2024

VILLAGE OF WAUNAKEE

By: _____

Name: _____

Title: _____

This instrument was drafted by:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Waunakee Community School District.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Village of Waunakee.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Lot 1 of Certified Survey Map No. 16525, recorded as Doc. No. 5970348, in the Village of Waunakee, Dane County, Wisconsin.

EXHIBIT B

(Legal description of Utility Easement Area)

A 10' Utility Easement on Lot 1 Certified Survey Map No. 16525, recorded in the Dane County Register of Deeds Office in Volume 124 of Certified Surveys, Pages 20 through 25, as Document No. 5970348. Located in part of the Southeast 1/4 of the Northwest 1/4 in Section 8, T8N, R9E, Village of Waunakee, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 8; thence S 00°02'23" W along the east line of the said Northwest 1/4, 1,873.67 feet; thence N 88°52'35" W, 650.84 feet to the point of beginning.

Thence continue N 88°52'35" W, 211.76 feet to the east right of way of South Street and the west line of said Lot 1; thence S 00°58'00" W along said east right of way and said west line, 10.00 feet; thence S 88°52'35" E, 211.73 feet; thence N 01°07'25" E, 10.00 feet to the point of beginning. This easement contains 2,117 sq. ft. or 0.05 acres.

EXHIBIT C

(Exhibit of Utility Easement Area)



WILLIAMSON SURVEYING & ASSOCIATES, LLC

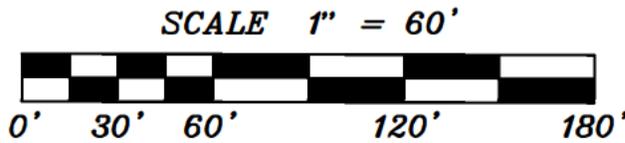
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

EXHIBIT MAP



LOT 1 C.S.M. No. 16525

10'
UTILITY EASEMENT

2,117 SQ. FT. OR 0.05 ACRES

211.76'

N 88°52'35" W

P.D.B.

BEARINGS ARE REFERENCED TO THE EAST
LINE OF THE NW 1/4 OF SECTION 8.
LINE TO BEAR = S 00°02'23" W

N. 1/4 CORNER
SECTION 8-8-9
F.D. SURVEY NAIL

1,873.67'

10.00'
S 00°58'00" W

S 88°52'35" E
211.73'

650.84'
N 88°52'35" W

S 00°02'23" W 2,622.63'

N 01°07'25" E
10.00'

748.96'

LOT 1 C.S.M. No. 16525

CENTER OF SECTION
SECTION 8-8-9
F.D. 1" IRON PIPE

STREET

SOUTH

NOTES:

1.) THIS MAP IS NOT INTENDED TO BE A SURVEY OF THE PROPERTY. IT IS DONE FOR INFORMATIONAL PURPOSES ONLY.

2.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.

DATE: RE~~20~~ 6-27-2024

JOB NO: 23W-495

Document No.

**UTILITY EASEMENT
AGREEMENT**

Return to:
Attorney Jenna E. Rousseau
205 Doty Street, Suite 201
Green Bay, WI 54301

080908278011
Parcel Number

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Waunakee Community School District (the *Owner*) to the Village of Waunakee (the *Village*).

RECITALS :

A. The Owner is the fee holder of certain real property in the Village of Waunakee, Dane County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Village has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*) and as shown on Exhibit C.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the Village, and its successors, a perpetual easement and right-of-way to construct, install, operate, maintain, repair, replace and

extend underground facilities, together with all necessary and appurtenant equipment under and above ground for sanitary sewer, stormwater and drainage, including the customary growth and replacement thereof, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. The Village shall not assign use of the Utility Easement Area to other utilities or service providers without the prior written consent of the Owner, which shall not be unreasonably withheld.

2. Temporary Construction Easement. During the period of construction or installation of improvements within the Property, the Village shall have a Temporary Construction Easement over those portions of the Property located within 10 feet of the Utility Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the completion of installation as contemplated in Section 1.

3. Indemnification. The Village shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement are suffered or sustained by any person or entity in connection with the Village's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Village's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Village shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all

parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

10. Notices. All notices to either party to this Agreement must be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last-known address. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. Any delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall not be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: July __, 2024

WAUNAKEE COMMUNITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Dated: July ____, 2024

VILLAGE OF WAUNAKEE

By: _____

Name: _____

Title: _____

This instrument was drafted by:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Waunakee Community School District.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Village of Waunakee.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Lot 1 of Certified Survey Map No. 16525, recorded as Doc. No. 5970348, in the Village of Waunakee, Dane County, Wisconsin.

EXHIBIT B

(Legal description of Utility Easement Area)

A 35 foot Utility Easement located on Lot 1, Certified Survey Map No. 16525, recorded in the Dane County Register of Deeds Office in Volume 124 of Certified Surveys, Pages 20 through 25, as Document No. 5970348. Located in part of the Southeast 1/4 of the Northwest 1/4 in Section 8, T8N, R9E, Village of Waunakee, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 8; thence S 00°02'23" W along the east line of the said Northwest 1/4, 1,878.76 feet to the east line of said Lot 1 Certified Survey Map No. 16525 and to the point of beginning.

Thence continue along said Lot 1 for the next 5 courses S 00°02'23" W along said east line, 35.00 feet; thence N 89°27'44" W, 163.44 feet; thence along an arc of a curve concaved southerly having a radius of 193.54 feet and a long chord bearing and distance of S 74°37'35" W, 106.12 feet; thence S 58°42'54" W, 626.62 feet to the east right of way of South Street; thence N 31°42'01" W along said east right of way, 35.00 feet; thence N 58°42'54" E, 626.88 feet; thence along an arc of a curve concaved southerly having a radius of 228.54 feet and a long chord bearing and distance of N 74°37'35" E, 125.31 feet; thence S 89°27'44" E, 163.14 feet to the point of beginning. This easement contains 31,754 sq. ft. or 0.73 acres.

EXHIBIT C

(Exhibit of Utility Easement Area)



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

EXHIBIT MAP SCALE 1" = 200'

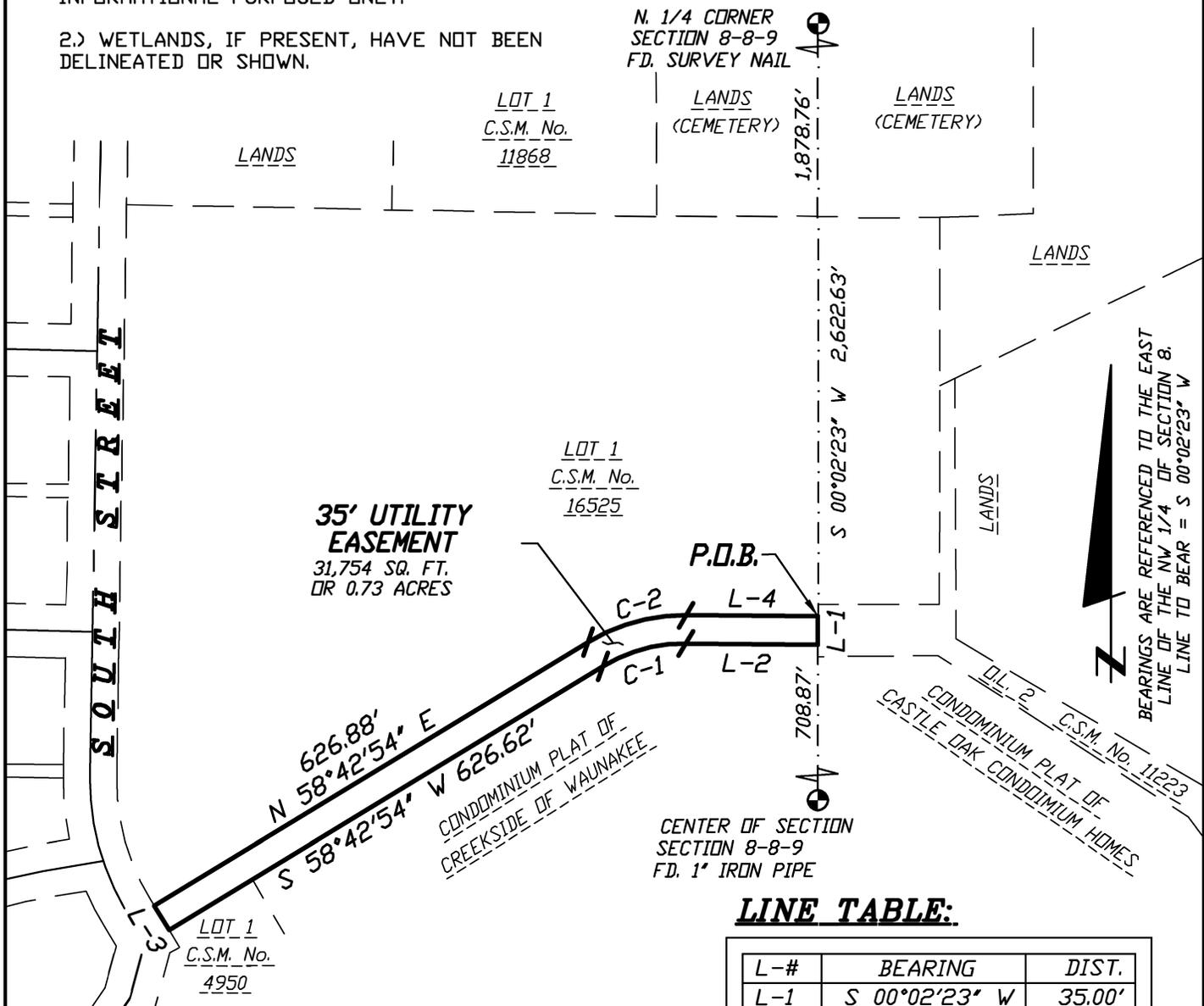
NOTES:

1.) THIS MAP IS NOT INTENDED TO BE A SURVEY OF THE PROPERTY. IT IS DONE FOR INFORMATIONAL PURPOSES ONLY.

2.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.



N. 1/4 CORNER SECTION 8-8-9
F.D. SURVEY NAIL



CURVE TABLE:

C-#	RADIUS	CHORD BEARING AND DIST.	ARC
C-1	193.54'	S 74°37'35" W 106.12'	107.50'
C-2	228.54'	N 74°37'35" E 125.31'	126.94'

LINE TABLE:

L-#	BEARING	DIST.
L-1	S 00°02'23" W	35.00'
L-2	N 89°27'44" W	163.44'
L-3	N 31°42'01" W	35.00'
L-4	S 89°27'44" E	163.14'

DATE: REV. 6-27-2024
JOB NO: 23W-495

**STORMWATER MANAGEMENT SYSTEM
MAINTENANCE AGREEMENT**

RECITALS:

- A. Waunakee Community School District (“Owner”) is the owner of 501 South Street more particularly described on Exhibit A attached hereto (“Property”).
- B. Owner desires to construct buildings and/or parking facilities on the Property in accordance with certain plans and specifications approved by the Village of Waunakee (“Village”).
- C. The Village requires Owner to record this Stormwater Management System Maintenance Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures as set forth below.

This space is reserved for recording data

Return to:

Village of Waunakee
Engineering Division
500 W Main Street
Waunakee, WI 53597

PIN# 191/0809-093-6255-6

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with the Village Engineer. Said maintenance shall be at the Owner’s sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.
- 2. Failure to Maintain. If Owner fails to maintain the stormwater management measures as required in Section 1, then Village shall have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30) days to comply with the Village’s maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. Village will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. If Owner fails to pay for said costs of corrective action then the Village shall be entitled to place the cost of the corrective action on the tax roll for the Owner’s Property as a special charge pursuant to Wis. Stats. § 66.0627.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the Village and all of the then-owners of the Property.

4. Miscellaneous.

- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Waunakee Community School District
 905 Bethel Circle
 Waunakee, WI 53597
 Attn: Steve Summers

If to Village: Waunakee Village Hall
 500 W. Main Street
 Waunakee, WI 53597
 Attention: Village Engineer

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the agreements set forth herein are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Dated: July ____, 2024

WAUNAKEE COMMUNITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Dated: July ____, 2024

VILLAGE OF WAUNAKEE

By: _____

Name: _____

Title: _____

This instrument was drafted by:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Waunakee Community School District.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF DANE

This instrument was acknowledged before me on July ____, 2024, by _____, of the Village of Waunakee.

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

Exhibit A

Legal Description of Property:

PIN# 191/0809-093-6255-6

905 Bethel Circle

Lot 14 and 15, Waunakee Industrial Park Plat, recorded in the Dane County Register of Deeds Office in Vol. 56-67A of Plats, Pages 195 through 197, as Document # 2146670, located in part of the part of the Southwest and Southeast $\frac{1}{4}$'s of the Southwest $\frac{1}{4}$ of Section 9, Township 8 North, Range 9 East, Village of Waunakee, Dane County, Wisconsin.

Maintenance Provisions:

Owner shall install a Bioretention System in accordance with plans approved by Village Engineer. Bioretention for infiltration shall also be installed in accordance with WDNR Conservation Practice Standard #1004. Owner shall maintain records of installation, inspections, cleaning and any other maintenance. Visual Inspection of the Bioretention System shall be performed, at a minimum, annually. Maintenance shall be required when system shows standing water beyond 72 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 15% compost and 85% sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone. Any alterations to approved Bioretention System shall be approved by the Village Engineer. Owner shall maintain records of inspections, cleaning and replacement of the Bioretention Basin.

2023-24 Budget Status Report - June 30, 2024

GENERAL FUND 10 EXPENSES

Salary & Benefits (no grants)	Original Budget	Revised Budget	Spent	Ordered	% Spent/Or.	Available
Personnel Costs: Salaries	32,988,502	33,006,422	33,199,190.04	0.00	100.58%	-192,768.04
Personnel Costs: Benefits	10,865,347	10,865,347	11,349,765.61	0.00	104.46%	-484,418.61
Total	43,853,849	43,871,769	44,548,955.65	0.00	101.54%	-677,186.65
Buildings	Budget	Revised Budget	Spent	Ordered	% Spent/Or.	Available
Prairie School	88,280	88,280	81,568.41	632.01	93.11%	6,079.58
Prairie School CSF	26,521	33,222	33,218.10	0.00	99.99%	3.90
Heritage School	97,160	97,160	89,661.64	201.21	92.49%	7,297.15
Heritage School CSF	26,627	33,632	15,446.59	2,385.96	53.02%	15,799.45
Arboretum School	76,520	76,520	81,943.23	507.46	107.75%	-5,930.69
Arboretum School CSF	22,303	27,775	27,583.07	75.86	99.58%	116.07
Intermediate School	150,350	150,350	117,397.04	7,016.85	82.75%	25,936.11
Intermediate School CSF	32,269	40,173	41,006.24	633.84	103.65%	-1,467.08
Middle School	163,150	163,150	176,491.57	725.17	108.62%	-14,066.74
Middle School CSF	34,378	43,016	42,820.44	0.00	99.55%	195.56
High School	575,155	575,155	686,880.19	528.60	119.52%	-112,253.79
High School CSF	66,383	83,483	73,312.97	0.00	87.82%	10,170.03
Athletics	392,477	392,477	486,782.07	5,860.40	125.52%	-100,165.47
Departments						
Utilities	1,126,923	1,126,923	1,157,020.85	0.00	102.67%	-30,097.85
Maintenance	721,990	721,990	683,722.94	124,712.59	111.97%	-86,445.53
Capital Projects	0	0	-22,158.66	0.00	---	22,158.66
Contingency Fund	100,000	100,000	7,819.92	1,460.00	9.28%	90,720.08
Energy Conservation	0	0	0.00	0.00	---	0.00
Transportation	1,344,196	1,550,200	1,618,092.65	582,197.06	141.94%	-650,089.71
Technology	718,729	818,729	934,611.55	1,335.39	114.32%	-117,217.94
Technology Erate/Fees	31,200	98,692	98,727.66	0.00	100.04%	-35.66
Curriculum-Secondary	527,300	527,300	469,002.77	455.58	89.03%	57,841.65
Curriculum-Elementary Operations	455,382	455,382	487,728.75	0.00	107.10%	-32,346.75
4K District	873,800	873,800	864,640.84	0.00	98.95%	9,159.16
4K Operations	17,000	17,000	6,265.84	0.00	36.86%	10,734.16
Human Resources	54,550	54,550	43,388.96	312.18	80.11%	10,848.86
Superintendent	84,600	109,600	154,688.72	15,812.07	155.57%	-60,900.79
Student Services-Operations	71,250	71,250	45,208.33	0.00	63.45%	26,041.67
Student Services-District	92,500	92,500	92,598.47	9,350.00	110.21%	-9,448.47
Business Office	444,673	593,323	654,592.58	53,009.75	119.26%	-114,279.33
District Wide	1,755,672	1,755,672	866,246.27	16,558.50	50.28%	872,867.23
Special Projects	0	0	0.00	0.00	---	0.00
Summer School	82,050	82,050	73,666.05	0.00	89.78%	8,383.95
Grants-Fund 10						
Common School Fund-District	6,689	6,689	6,688.14	0.00	99.99%	0.86
Title 1 Grant (Public)	119,550	119,550	82,597.31	0.00	69.09%	36,952.69
Title 1 Grant (Private)	4,900	4,900	4,061.01	0.00	82.88%	838.99
Title 2 Grant (Public)	51,672	51,672	51,510.57	0.00	99.69%	161.43
Title 2 Grant (Private)	7,785	7,785	5,717.21	0.00	73.44%	2,067.79
Title 3 Grant	16,890	16,890	16,857.03	0.00	99.80%	32.97
Title 4A Grant (Public)	8,697	8,697	8,696.79	0.00	100.00%	0.21
Title 4A Grant (Private)	1,303	1,303	346.12	0.00	26.56%	956.88
Career/Tech Ed Grant	73,654	73,654	27,832.54	0.00	37.79%	45,821.46
CEIS Federal Flo-Through	137,000	138,000	77,424.76	0.00	56.10%	60,575.24
Ed. Effectiveness Grant	30,960	32,000	32,000.00	0.00	100.00%	0.00
ESSER2	0	0	0.00	0.00	---	0.00
ESSER3	1,412,461	1,553,461	1,592,213.56	289,900.00	121.16%	-328,652.56
Peer Mentor Grant	0	0	11,235.98	0.00	---	-11,235.98
Perkins Grant	25,078	25,078	20,872.49	0.00	83.23%	4,205.51
Reading Readiness	8,375	8,375	0.00	0.00	0.00%	8,375.00
Dane Co. Mental Health	0	0	0.00	0.00	---	0.00
School-Based Mental Health	0	130,239	27,034.98	1,475.83	---	101,728.19
SAODA	25,000	25,000	9,871.50	0.00	---	15,128.50
Other Program Totals						
Transfer to Fund 27	7,265,167	7,275,181	0.00	0.00	0.00%	7,275,181.00
Wellness Clinic	287,250	287,250	284,894.77	0.00	99.18%	2,355.23
Subtotals	Original Budget	Revised Budget	Spent	Ordered	% Spent/Or.	Available
Salary & Benefits Totals	43,853,849	43,871,769	44,548,955.65	0.00	101.54%	-677,186.65
Building Totals	1,751,573	1,804,393	1,954,111.56	18,567.36	109.33%	-168,285.92
Department Totals	8,501,815	9,048,961	8,235,864.49	805,203.12	99.91%	7,893.39
Grant Totals	1,930,014	2,203,293	1,974,959.99	291,375.83	102.86%	-63,042.82
Other Program Totals	7,552,417	7,562,431	284,894.77	0.00	3.77%	7,277,536.23
Total Fund 10 Expenditures	63,564,863	64,461,042	57,489,298.18	1,115,146.31	90.91%	5,856,597.51

2023-24 Budget Status Report - June 30, 2024

GENERAL FUND 10 REVENUES

Building/Department	Original Budget	Revised Budget	Received	Ordered	% Received	Unreceived
Prairie School	3,400	3,400	2,947.31	0.00	86.69%	452.69
Heritage School	5,100	5,100	9,620.66	0.00	188.64%	-4,520.66
Arboretum School	8,200	8,200	5,350.78	0.00	65.25%	2,849.22
Intermediate School	37,900	37,900	21,705.53	0.00	57.27%	16,194.47
Middle School	21,400	21,400	28,980.83	0.00	135.42%	-7,580.83
High School	184,525	184,525	213,737.61	0.00	115.83%	-29,212.61
Curriculum - Elementary	0	0	12,469.50	0.00	---	-12,469.50
Curriculum - Secondary	13,271	13,271	19,499.91	0.00	146.94%	-6,228.91
Maintenance	5,000	5,000	6,445.95	0.00	128.92%	-1,445.95
Energy Conservation	0	0	0.00	0.00	---	0.00
Athletic Dept	30,000	10,000	16,658.18	0.00	166.58%	-6,658.18
Human Resources	0	0	0.00	0.00	---	0.00
Technology	3,400	235,830	240,314.42	0.00	101.90%	-4,484.42
E-Rate	31,200	141,200	139,910.81	0.00	99.09%	1,289.19
District	61,075,877	61,075,877	51,421,524.13	0.00	84.19%	9,654,352.87

Grants - Fund 10

Common School Fund-District	215,170	267,990	267,990.00	0.00	100.00%	0.00
Title 1 Grant (Public)	119,550	119,550	57,134.27	0.00	47.79%	62,415.73
Title 1 Grant (Private)	4,900	4,900	2,972.77	0.00	60.67%	1,927.23
Title 2 Grant (Public)	51,672	51,672	45,788.37	0.00	88.61%	5,883.63
Title 2 Grant (Private)	7,785	7,785	5,717.21	0.00	73.44%	2,067.79
Title 3 Grant	16,890	16,890	16,857.03	0.00	99.80%	32.97
Title 4A Grant (Public)	8,697	8,697	8,696.79	0.00	100.00%	0.21
Title 4A Grant (Private)	1,303	1,303	346.12	0.00	26.56%	956.88
Career/Tech Ed Grant	73,654	73,654	0.00	0.00	0.00%	73,654.00
CEIS Federal Flo-Through	137,000	138,000	77,424.76	0.00	56.10%	60,575.24
Ed. Effectiveness Grant	30,960	32,000	0.00	0.00	0.00%	32,000.00
ESSER2	0	0	0.00	0.00	---	0.00
ESSER3	1,412,461	1,412,461	288,011.10	0.00	20.39%	1,124,449.90
Peer Mentor Grant	0	0	0.00	0.00	---	0.00
Perkins Grant	25,078	25,078	19,139.93	0.00	76.32%	5,938.07
Reading Readiness	8,375	8,375	0.00	0.00	0.00%	8,375.00
Dane Co. Mental Health	0	0	0.00	0.00	---	0.00
School-Based Mental Health	0	130,239	15,000.00	0.00	---	115,239.00
SAODA	25,000	25,000	0.00	0.00	---	25,000.00
Early College Credit						
Total Fund 10 Revenues	63,564,863	64,072,392	52,947,233.06	0.00	82.64%	11,125,158.94

SPECIAL EDUCATION FUND 27 EXPENSES

Salaries & Benefits (no grants)	Budget	Revised Budget	Spent	Ordered	% Spent/Or.	Available
Salaries & Benefits	10,035,203	10,055,203	10,036,177.41	0.00	99.81%	19,025.59
Departments						
Special Ed-Operations	28,839	28,839	30,499.26	0.00	105.76%	-1,660.26
Special Ed-District	166,557	266,557	226,538.48	0.00	84.99%	40,018.52
Transportation	185,833	265,833	115,621.49	84,378.51	75.24%	65,833.00
Medicaid	9,000	9,000	10,185.13	0.00	113.17%	-1,185.13
Grants-Fund 27						
IDEA FlowThrough Grant	975,048	975,048	658,479.02	3,269.88	67.87%	313,299.10
IDEA PreSchool Grant	57,000	58,500	44,271.50	0.00	75.68%	14,228.50
Total Fund 27 Expenditures	11,457,480	11,658,980	11,121,772.29	87,648.39	96.14%	449,559.32

SPECIAL EDUCATION FUND 27 REVENUES

Source	Budget	Revised Budget	Received	Ordered	% Received	Unreceived
IDEA FlowThrough Grant	975,048	975,048	601,174.71	0.00	61.66%	373,873.29
IDEA FlowThrough Grant-ESSER3	0	0	0.00	0.00	---	0.00
IDEA PreSchool Grant	57,000	58,500	43,038.55	0.00	---	15,461.45
IDEA PreSchool Grant-ESSER3	0	0	0.00	0.00	---	0.00
Special Ed Revenues	0	0	0.00	0.00	---	0.00
Other Fund 27 Revenues	10,425,432	10,625,432	2,281,360.99	0.00	21.47%	8,344,071.01
Total Fund 27 Revenues	11,457,480	11,658,980	2,925,574.25	0.00	25.09%	8,733,405.75

FOOD SERVICE FUND 50 EXPENSES

Function	Budget	Revised Budget	Spent	Ordered	% Spent/Or.	Available
All	2,907,435	2,907,435	2,852,518.71	108,695.63	101.85%	-53,779.34

FOOD SERVICE FUND 50 REVENUES

Source	Budget	Revised Budget	Received	Ordered	% Received	Unreceived
All	2,930,500	2,930,500	2,864,450.36	0.00	97.75%	66,049.64

2023-24 Budget Status Report - June 30, 2024

CALCULATION OF BUILDING/DEPARTMENT BUDGET BALANCES									
Building/Department	22-23 Carryover	23-24 Revenue Budget	23-24 Rec'd	23-24 Revenue Balance	23-24 Expense Budget	23-24 Spent / Encumbered	23-24 Expense Balance	23-24 Balance	Funds Available
Prairie School	26,488.02	3,400.00	2,947.31	452.69	88,280	82,200.42	6,079.58	5,626.89	32,114.91
Heritage School	11,499.60	5,100.00	9,620.66	-4,520.66	97,160	89,862.85	7,297.15	11,817.81	23,317.41
Arboretum School	17,352.92	8,200.00	5,350.78	2,849.22	76,520	82,450.69	-5,930.69	-8,779.91	8,573.01
Intermediate School	72,069.15	37,900.00	21,705.53	16,194.47	150,350	124,413.89	25,936.11	9,741.64	81,810.79
Middle School	73,163.59	21,400.00	28,980.83	-7,580.83	163,150	177,216.74	-14,066.74	-6,485.91	66,677.68
High School	71,516.17	184,525.00	213,737.61	-29,212.61	575,155	687,408.79	-112,253.79	-83,041.18	-11,525.01
4K	-	0.00	0.00	0.00	17,000	6,265.84	10,734.16	10,734.16	15,351.04
Athletic Dept	22,147.52	10,000.00	16,658.18	-6,658.18	392,477	492,642.47	-100,165.47	-93,507.29	-71,359.77
Curriculum-Elementary (Oper)	244,354.01	0.00	0.00	0.00	455,382	487,728.75	-32,346.75	-32,346.75	212,007.26
Curriculum-Secondary	100,064.62	13,271.00	19,499.91	-6,228.91	527,300	469,458.35	57,841.65	64,070.56	164,135.18
CTE Grant	109,962.58	73,654.00	0.00	73,654.00	73,654	27,832.54	45,821.46	-27,832.54	82,130.04
Energy Conservation	6,368.82	0.00	0.00	0.00	0	0.00	0.00	0.00	6,368.82
Human Resources	(2,075.22)	0.00	0.00	0.00	54,550	43,701.14	10,848.86	10,848.86	8,773.64
Maintenance	157,680.46	5,000.00	6,445.95	-1,445.95	721,990	808,435.53	-86,445.53	-84,999.58	72,680.88
Special Education-Operations	32,974.16	0.00	0.00	0.00	28,839	30,499.26	-1,660.26	-1,660.26	31,313.90
Student Services-Operations	95,290.71	0.00	0.00	0.00	71,250	45,208.33	26,041.67	26,041.67	121,332.38
Superintendent	18,795.80	0.00	0.00	0.00	109,600	170,500.79	-60,900.79	-60,900.79	-42,104.99
Technology	227,596.72	377,030.00	380,225.23	-3,195.23	917,421	1,034,674.60	-117,253.60	-114,058.37	113,538.35
	1,285,249.63							-385,665.44	904,201.07

WAUNAKEE COMMUNITY SCHOOL DISTRICT
CASH RECONCILIATION FOR THE MONTH OF May 2024

	OCB	OCB	OCB	OCB	LGIP	LGIP	WISC	MIDAMERICA	WISC	WISC	WISC-209 2022 BOND	WISC-210 2023 BOND	WISC	TOTALS
	PAYROLL CHECKING	DEPOSIT ACCT	OPERATING ACCT	Construction ACCT	GENERAL ACCOUNT	DENTAL ACCT	CAPITAL PROJECTS	TRUST ACCT	DEBT SERVICE	SCHOLARSHIP ACCT	Referendum ACCT	Referendum ACCT	GENERAL	
	(FUND 10)	(FUNDS 10,21,27,50,60,80,99)	(FUNDS 10,21,27,50,60,80,99)	(Fund 49)	(FUNDS 10,27,50,80,99)	(FUND 10)	(FUND 41)	(FUND 73)	(FUNDS 38,39)	(FUND 21)	(FUND 49)	(FUND 49)	(FUNDS 39 AND 49)	
BEGINNING BALANCE	782,088.53	16,981,102.61	137,846.72	6,564,006.05	763,419.83	465,411.62	8.71	1,292,335.60	190,194.30	331,940.23	10,673,052.54	38,970,520.85	45,917.41	77,197,845.00
REVENUES:														
+ DEPOSITS	4,942,799.79	1,527,941.82	2,484,428.10	7,000,000.00	288,780.64	119,825.20	0.00	0.00	0.00	0.00		203,387.11	0.00	16,567,162.66
+ INTEREST	1,205.28	76,303.00	1,385.78	36,727.61	947.74	2,300.37	0.00	1,789.88	844.30	1,705.91	47,378.38	23,342.17	198.36	194,128.78
TOTAL REVENUES	4,944,005.07	1,604,244.82	2,485,813.88	7,036,727.61	289,728.38	122,125.57	0.00	1,789.88	844.30	1,705.91	47,378.38	226,729.28	198.36	16,761,291.44
EXPENSES:														
ACCOUNTS PAYABLE	0.00	1,415,481.04	2,450,840.70	5,768,580.75	1,000,000.00	43,896.10	0.00	0.00		0.00	0.00	7,000,000.00	\$0.00	17,678,798.59
PAYROLL	5,668,356.44	4,942,459.79				0.00	0.00	0.00		0.00	0.00		0.00	10,610,816.23
TOTAL EXPENSES	5,668,356.44	6,357,940.83	2,450,840.70	5,768,580.75	1,000,000.00	43,896.10	0.00	0.00	0.00	0.00	0.00	7,000,000.00	0.00	28,289,614.82
ENDING BALANCE	57,737.16	12,227,406.60	172,819.90	7,832,152.91	53,148.21	543,641.09	8.71	1,294,125.48	191,038.60	333,646.14	10,720,430.92	32,197,250.13	46,115.77	65,669,521.62
BANK BALANCES-SKYWARD														
ENDING BANK BALANCE	57,737.16	12,227,406.60	171,819.90	7,832,152.91	53,148.21	543,641.09	8.71	1,294,125.48	191,038.60	333,646.14	10,720,430.92	32,197,250.13	46,115.77	65,668,521.62
OUTSTANDING ACH	484,653.18		1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	485,653.18
ACTUAL BALANCE	-426,916.02	12,227,406.60	172,819.90	7,832,152.91	53,148.21	543,641.09	8.71	1,294,125.48	191,038.60	333,646.14	10,720,430.92	32,197,250.13	46,115.77	65,184,868.44
SKYWARD BALANCE	-427,256.02													
Mid - America refund - will clear bank statement in June	340.00													

No Change May24

This account can have a negative balance due to the WRS pymt. outstanding due at the end of the following month.



ADMINISTRATION OFFICE

905 Bethel Circle
Waunakee, Wisconsin 53597
(608) 849-2000

Curriculum and Instruction

MEMO

To: Board of Education

From: Tim Schell and Amy Johnson

CC: Dr. Monica Kelsey-Brown

Date: June 25, 2024

Re: Annual Academic Standards Notice

School boards are required to annually recognize what adopted academic standards are in effect for the school year. Districts are required to notify parents and guardians of the standards prior to the start of school. We have prepared the following summary of our academic standards for your action.

The State of Wisconsin has standards for each academic area, but as a local control state we have the option to use alternative standards if we choose. We have adopted the following Wisconsin state standards in the following subjects.

- Agriculture, Food, and Natural Resources
- Business and Information Technology
- Computer Science
- Early Learning Standards
- English Language Arts
- Environmental Literacy and Sustainability
- Family and Consumer Science
- Health Education Health Science
- Information and Technology Literacy
- Marketing, Management, and Entrepreneurship
- Mathematics
- Nutrition Education
- Personal Financial Literacy
- Physical Education
- Reading

- Social Studies Technology and Engineering
- Theatre Education
- World Languages
- Wisconsin Essential Elements
 - ELA
 - Mathematics
 - Science

We have adopted different standards than the state model standards in the following subjects.

- Art & Design -Locally designed standards that draw on the best of state and national model standards
- Music- Locally designed standards that draw on the best of state and national model standards
- Science-Next Generation Science Standards

We will be sending a communication home to parents before the start of school following your action. Please let us know if you have any questions.



WAUNAKEE

COMMUNITY HIGH SCHOOL

301 Community Drive
Waunakee, Wisconsin 53597
(608) 849-2100

June 19, 2024

TO: Board of Education

FROM: Brian Borowski

RE: PAX - Program of Academic Exchange for 2024-2025 School Year
Emma Bayette of France

Ms. Marie E. Lackore, Regional Development Manager of PAX - Program of Academic Exchange, recently contacted me to request placement of a foreign exchange student from France at Waunakee Community High School for the 2024-2025 school year. The host family for the placement would be the Elizabeth and Aaron Johnson family. The student is Emma Bayette and her profile and related information is included with this letter.

Ms. Lackore is aware that the request to place Emma is subject to Board of Education approval. I would also like to point out that Board Policy 422 reads, "All Foreign Exchange Students must apply for admission to Waunakee Community High School. Applications for admittance must be received by July 1st if the applications are to be considered for the start of the Fall semester of the upcoming school year".

The School Board has approved previous placement requests from a variety of agencies such as Interact, AFS, LABO, and Nacel. Therefore, I am respectfully requesting that Emma Bayette be allowed placement at Waunakee Community High School for the 2024-2025 School Year.

Please contact me if you have any questions regarding this request.



WAUNAKEE

COMMUNITY HIGH SCHOOL

301 Community Drive
Waunakee, Wisconsin 53597
(608) 849-2100

June 25, 2024

TO: Board of Education

FROM: Brian Borowski

RE: Rotary Youth Exchange Student for 2024-25 School Year

I received an inquiry that Carol Bleifield of the Waunakee Rotary Club is requesting that Rotary Youth Exchange be allowed to place a foreign exchange student from Argentina at Waunakee Community High School for the 2024-25 School Year. The host families of which there will be three, are still being secured. The student's name is Francisco (Fran) Alvarez. Fran's profile and related information is included with this letter.

It is my understanding that the Rotary Club is aware that the request to place Fran is subject to Board of Education approval. I would also like to point out that Board Policy 422 reads, "All Foreign Exchange Students must apply for admission to Waunakee Community High School. Applications for admittance must be received by July 1st if the applications are to be considered for the start of the Fall semester of the upcoming school year".

The School Board has approved previous placement requests from a variety of agencies such as Interact, AFS, LABO, Nacel and we have hosted students from a variety of countries. I am respectfully requesting that the Rotary Club's request that Fran be allowed to be placed at Waunakee Community High School be considered at the July 2024 Board of Education meeting.

Please contact me with questions regarding this request.



ADMINISTRATION OFFICE

905 Bethel Circle
Waunakee, Wisconsin 53597
(608) 849-2000

Student Services

To: WCSD Board of Education

From: Randy Guttenberg, Superintendent
Lisa Jondle, Director of Student Services

Date: June 27, 2024

Re: Renewal of Memorandum of Understanding (MOU) between WCSD and Psychotherapy Center of Waunakee (PCOW)

Board of Education (BOE) approval is requested to continue our partnership with Psychotherapy Center of Waunakee (PCOW) to provide mental health services and support, onsite, for our students in need during the 2024-2025 school year.

The partnership has been in existence since the 2021-2022 school year, when four PCOW therapists provided onsite services to 46 WCHS students. The subsequent school years have included more than 80 new student referrals (approximately 50 in 2022-23 and 33 more in 2023-24). Services and support for Middle School was approved in 2023-2024. This past school year 323 sessions were hosted at the high school while 91 sessions were held at the middle school. The expansion to include middle school students has been positive and as such, we are looking forward to inviting the Intermediate School to participate in onsite services in 2024-2025.

Over the past few school years, monthly communications and quarterly meetings have occurred between PCOW and WCSD. The meetings ensured an insightful approach to our referral process, navigating logistics, and addressing any barriers to treatment and/or concerns. Each school has an established point person to streamline the building process with PCOW procedures.

There is no cost for this partnership other than in-kind contributions (office, desk, phone) and payment for services outlined in the MOU (professional development, etc.). PCOW has assured WCSD that they can meet the needs of WCSD referrals, to include accessing therapists who are

multilingual and removing financial barriers to treatment. Grant funds, when available and purposefully directed for such services, may also be used to support students who are unable to pay.

The new MOU will be dated August 1, 2024 through July 31, 2025 and will continue to be specific to Waunakee Community High School, Middle School, and Intermediate School.

**MEMORANDUM OF UNDERSTANDING
WAUNAKEE COMMUNITY SCHOOL DISTRICT & PSYCHOTHERAPY CENTER OF
WAUNAKEE, LLC**

This Agreement is entered into on this ____ day of _____ by and between Waunakee Community School District (“the District”) and Psychotherapy Center of Waunakee, LLC (“Provider”).

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling (“the Services”) for student populations; and

WHEREAS, Provider wishes to have access to the District’s facilities in order to provide mental health and other counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions herein; and

WHEREAS, the District recognizes that offering mental health and other counseling services on-site provides significant benefits to the students without substantial disruption to the education process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. INDEMNIFICATION AND INSURANCE

- a. **Indemnity.** Provider hereby holds harmless, defends and indemnifies the District (and all affiliates, officers, directors, employees and representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorney’s fees and expenses, whether in tort or contract, whether personal injury or property damage, that the District may incur by reason of, or arising out of, (i) any claim made by any third party with respect to Services or any work product provided as part of the Services, or (ii) any misrepresentation made in, or breach of the terms or warranties of, this Agreement, including without limitation any claim or action of any type of nature by or related to Provider’s infringement or misappropriation of any copyright, trade secret, patent or other intellectual property right with respect to the distribution, use or creation of such work product.
- b. **Insurance.** Provider shall, during the term of this Agreement, maintain, at his/her own expense, all necessary insurance, including but not limited to malpractice insurance and general liability insurance. Upon request, Provider shall provide the District with a certificate of insurance evidencing such coverage. The District shall provide general liability insurance for the physical environment of the Provider’s branch office and shall make reasonable efforts to ensure that the physical environment is free of hazards.

2. MAINTENANCE OF LICENSURE

Provider shall maintain all appropriate licenses required by the State of Wisconsin. If at any point Provider has allowed his/her licenses to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render him/her unfit or unable to perform the Services, this Agreement shall immediately terminate.

3. ASSUMPTION OF RISK

Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.

4. DEMOGRAPHICS, EQUIPMENT, SUPPLIES & RECORDS

- a. Grade Levels Services. Provider shall initially provide mental health services for District students in or entering grades 5 through 12. Provider shall provide mental health services for District students for all grades Kindergarten through 12th grade when mutually agreed upon in writing as an addendum to agreement hereunder.
- b. Equipment. Provider shall have access to District Equipment and Materials as agreed upon by both parties.
- c. Records. Provider shall maintain appropriate records for all patients and maintain such records according to the requirements of Health Insurance Portability and Accountability Act and other applicable state and federal laws (45 CFR 164 Subparts C and E, Wis. Stat. §§ 51.30 and §§ 146.81-84, Wis. Admin. Code DHS 92, and 42 CFR Part 2). Records maintained by Provider are not pupil records (Wis. Stat. §118.125) or public records (Wis. Stat. §§ 19.31-19.39). Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations.

Notice. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If Provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must inform such to the District in advance.

- d. Fees. The District shall provide Provider with access to an adequate facility(ies) within the District, to provide the Services to the students in the District. However, Provider's access to such facility does not indicate use of District facilities, in accordance with District Regulations. As such, Provider shall not be required to pay fees to the District related to the use of the District's facilities. To the extent Provider charges a student (or parent/guardian) for the Services provided, the District shall not be involved in any recordkeeping or collection related thereto. The Provider is not responsible for operational costs (such as utilities) related to their use of the District facility(ies). The Provider will not be charged rent for use of the District facility(ies).
- e. Hours of Access. The District and Provider shall jointly establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District. Upon

request, Provider shall provide the District with his/her schedule within those approved times. Nothing herein shall be interpreted as the District regulating or monitoring Provider's hours of work. Provider maintains control over his/ her hours of work.

5. RELATIONSHIP

- a. Independent Provider. Provider shall perform under this Agreement as an independent Provider for District's K-12 students, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- b. Rights of Provider. Provider shall have the right to perform work for others as long as Provider fulfills Provider's obligations hereunder.
- c. Contracted Work with District. Provider may be requested from time to time to perform presentations and trainings for District staff including Professional Development. Such work will be performed as an Independent Provider. Provider reimbursement rate shall be \$175.00 per hour including preparatory time, travel and mileage. The District also agrees to commit to at least quarterly collaboration meetings for grades K-8 with each provider at an agreed-upon collaboration time between Provider and District reimbursed at a rate of \$100.00 per hour. Collaboration can occur more frequently than quarterly if the District agrees. The District also agrees that it will reimburse Provider at \$150/ hour for direct therapy services for a student who is unable to pay when grant funds are available and purposefully directed for such services.
- d. Taxes of Provider: Indemnity: Provider acknowledges that because Provider is not an employee of the District, the District will not provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like. Provider shall maintain his/her own liability insurance. Provider hereby indemnifies the District, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties or judgments (including without limitation actual attorney's fees and expenses) as a result of a failure by Provider: (i) to pay all the taxes due in connection with the compensation paid to Provider under this Agreement; (ii) to respond to any administrative inquiry concerning Provider's payment of such taxes; or (iii) to defend against any administrative or judicial proceeding with respect to Provider's payment of such taxes.
- e. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
- f. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of and agree in writing to adhere to all District policies and procedures. Provider shall not, however, be obligated to disclose confidential information to the District, its officers or agents, except as required by law.

- g. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

6. COMPLIANCE WITH STATUTES AND REGULATIONS

- a. Both parties warrant and certify that in the performance of this Agreement, they will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment; and that the Services delivered hereunder shall be produced in compliance with Fair Labor Standards Act and any other applicable labor law. Provider is solely responsible for payments related to any medical, disability, retirement or other welfare or pension benefits to which he/she is entitled. Provider shall maintain any necessary liability insurance. Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act, and Wisconsin Pupil Records law. During the performance of this Agreement, both parties will comply with any applicable federal, state or municipal law or regulation governing non-discrimination and affirmative action in employment as may be applicable. Provider shall treat all persons he/she encounters on a work assignment with respect and dignity and will not engage in any type of harassment or discrimination prohibited by state, federal or local law. Provider hereby indemnifies the District for any expenses and/or damages arising from a lawsuit that may be brought against the District based on Provider's discriminatory or harassing behavior. Any records released from the provider to the District remain protected under §51.30, Stats. and Wis. Admin. Code DHS 92, as well as 42 CFR Part 2 if the released information is related to substance abuse treatment. Such information may not be re-disclosed without consent per 42 CFR 2.32. The District will also provide reasonable access to the clinic's branch offices within the District to representatives of the State of Wisconsin, for the purposes of program monitoring and evaluation and, if requested by the consumer or parent/guardian, to representatives of Disability Rights Wisconsin, the State's official protection and advocacy agency for individuals with a mental illness.
- b. Provider agrees to not discriminate against any student for services because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, disability sexual orientation or age. Provider agrees to take affirmative steps to train and recruit persons of color, women and persons with disabilities to enhance working with students when applicable. Provider agrees not to discriminate against any student because of physical or mental disability regarding any service for which the student is qualified. Provider agrees to comply with the rules and orders of the Wisconsin Department of Human Rights issued pursuant to the Wisconsin Human Rights.

7. WAIVERS

No waiver of any right or remedy with respect to any occurrence of event shall be deemed a waiver of any such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider’s obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

8. AMENDMENTS

This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.

9. GOVERNING LAW: INJUNCTIVE RELIEF

This Agreement is governed by laws of the State of Wisconsin without regard to its conflict of laws provision.

10. SEVERABILITY

It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.

11. TERM OF AGREEMENT

The term of the Agreement shall begin on August 1, 2024 and end on July 31, 2025.

12. TERMINATION

Either party may terminate this Agreement with 90 days’ notice, with or without cause, with or without a hearing, by providing written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Agreed and Accepted by:

Psychotherapy Center of Waunakee, LLC

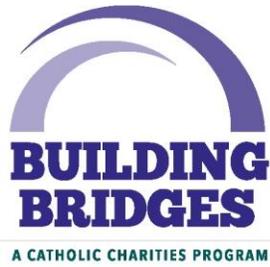
Waunakee Community School District

Signature & Date

Signature & Date

Title

Title



Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between **CATHOLIC CHARITIES, INC. DIOCESE OF MADISON** (“Provider”) and **WAUNAKEE COMMUNITY SCHOOL DISTRICT** (“District”).

The Provider has agreed to provide mental health crisis intervention and stabilization services detailed below for students in grades 4K-8th with the District (a select number of 9th grade students may be served if program slots aren’t filled by elementary school and/or middle school students.)

1. Term

The term of this MOU shall be for the *2024-2025 school year*.

2. Termination

Either party may terminate this MOU with three months (90 days) written notice.

3. Provider Services and Responsibilities

Provider agrees to provide the following services, as appropriate:

- Offer student-specific crisis intervention, behavior consultation and case management services for up to 90 days in duration.
- Aid school staff with modifying student behavior support plans and specific intervention protocols to more effectively prevent and/or de-escalate behaviors of identified students.
- Support/conduct client suicide risk assessment. If client risk occurs in school, Building Bridges staff may provide support to school staff as school staff conduct the assessment (if needed). If client risk occurs outside of school during Building Bridges services, Building Bridges staff conduct the assessment using the Building Bridges policy and procedure as it relates to the risk.

- Assist families in making appropriate connections to emergency and/or non-emergency mental health services.
- Create crisis/safety plans to use both at home and at school.
- Training on topics related to 1) trauma informed interventions, 2) engagement strategies to aid in de-escalation and avoid a mental health crisis and/or 3) youth mental health (not to exceed 24 hours/team/school year of direct training hours).
- Case management to families, including but not limited to: 1) referring to and preparing to access appropriate service providers for both mental health and other needed services for the student and family, 2) linkage with area health insurances to help ensure access and continuity of care for ongoing mental health treatment, 3) assistance in setting up transportation to mental health appointments for students on Badgercare or Fee for Service Medicaid, and 4) provision of needed family support to ensure home to school continuity with behavior planning and agreed upon intervention strategies.
- Communicate with the parent(s)/guardian(s) and/or relevant school staff of the referred student at least weekly during their enrollment in the program.
- Provide services Monday through Friday during the workday, with the availability to meet at least one weekday evening per week (when requested).
- Participate as requested and consistent with applicable laws and regulations in any special education processes related to the services provided, including but not limited to participation in special education evaluation requests, meetings of the individualized education program (IEP) team and creation or review of behavior intervention plans.
- Provide crisis support in the event of a district-wide crisis such as a staff death, student death, etc when needed. Building Bridges staff should have a planned conversation with their district administrator at the start of each school year to discuss how Building Bridges staff may be wrapped into this type of crisis response, if needed. In the event of a district-wide crisis, the district creates a crisis response plan and invites the Building Bridges staff to participate based on their availability.
- Collect service utilization and outcome data to be shared with District.

- Provide the following to all Building Bridges staff for work purposes: cell phone, laptop, printer, locking file cabinet, necessary office supplies and necessary program/client supplies.

4. District Responsibilities

District agrees to provide the following:

- Access to their staff, as appropriate.
- During the referral periods, identify required number of potential student clients to refer to the Building Bridges program and provide all necessary client information to the Building Bridges team. This includes explaining the program to parent(s)/guardian(s) of prospective student clients, obtaining signed consent to refer from parent(s)/guardian(s) and providing all information requested on the referral form.
- A district representative (Director of Student Services, lead social worker, etc) will attend the regularly scheduled Building Bridges meetings with the district partners, the Building Bridges leadership from Catholic Charities and the contract manager from DCDHS. This representative serves as the district “lead” in the Building Bridges partnership with Catholic Charities and DCDHS.
- A district representative (Director of Student Services, lead social worker, etc) will have regular and frequent communication (monthly is preferred) with their Building Bridges staff via emails, phone calls and/or meetings. This representative serves as the district “lead” in the Building Bridges partnership with Catholic Charities and DCDHS.
- Arrange private, confidential district space for meetings with students, school staff and/or parent(s)/guardian(s), as requested by Building Bridges staff.
- Provide student information related to the provision of the Building Bridges services, as requested. When possible, grant access to Building Bridges staff to pertinent information on District’s electronic student information system for referred students on current caseload.
- Provide private, confidential working office space for the Building Bridges team located somewhere within the school district. Each staff will have their own work surface. Secure Wi-Fi service will be reliable, stable and consistent. The District ensures that:

- facilities are clean;
- there are no observable safety hazards in the space and required equipment is safe;
- fire drills are conducted in accordance with legal requirements; and
- smoking is prohibited in all areas of the building except in specified circumstances and in locations environmentally separate from administrative and service areas.

5. Insurance

Catholic Charities will name the District as an additional insured on its liability policy, only as it relates directly to Building Bridges, for negligent acts or omissions of the District or its officers, directors, or staff in conjunction with the program only, but only to the extent to which Catholic Charities or the District is attributed such negligence, unless such negligent act or omission falls on the District, its officers, directors, and staff and is in no way contributed to by Catholic Charities, its officers, directors, or staff. The District certifies that it maintains adequate liability coverage for its own negligence related to any other function, program, or operation for which Catholic Charities has no involvement and accepts no accountability. Catholic Charities further acknowledges its obligation to obtain and maintain throughout the term of this Agreement appropriate insurance coverage for the benefit of Catholic Charities, as well as its employees and agents.

6. Compliance with Laws and Policies:

Provider shall comply with all current District policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and requests for public records.

Provider agrees that it will not object to or otherwise hinder District's access to any and all reports, records, data or other compilation of information created regarding the impact of the program.

Purchase Agreement

WHEREAS, a condition of the MOU provides that the District shall pay the Provider for the delivery of specific services more fully set forth therein,

The District and the Provider agree as follows:

1. Term

The term of this Agreement shall be from *September 1, 2024 – June 30, 2025*.

2. Competency, Timing and Cooperation

The Provider shall deliver goods/services in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and applicable law.

3. Compensation

The District shall pay the Provider the sum of **\$75,000** for the goods/services indicated in the MOU provided during the listed dates of service. The Provider will issue ten (10) \$7,500 monthly invoices to the District. The District shall pay the Provider upon receipt of an invoice from the Provider. The Provider will adjust invoice amounts based on services received and staffing hours.

4. Confidentiality

The Provider agrees to protect and maintain the confidentiality of pupil records or any other confidential matter that the District maintains, as required by state and federal law.

5. Termination

Either party may terminate the agreement for cause upon 90 days written notice to the other party.

6. Non-Discrimination

Parties agree not to discriminate on bases prohibited by federal, state, or local laws, ordinances or regulations.

The parties have executed this Memorandum of Understanding & Purchase Agreement on the dates of signatures listed below. Catholic Charities, Inc., Diocese of Madison

CATHOLIC CHARITIES, INC., DIOCESE OF MADISON WAUNAKEE COMMUNITY SCHOOL DISTRICT

by Shawn Carney
Shawn Carney (Jun 19, 2024 13:10 CDT)

by Lisa Jondle

Date: 06/19/2024

Date: 06/26/2024

Shawn Carney, Executive Director
(Name & Title)

Director of Student Services
(Name & Title)

2024-2025 Building Bridges MOU & PA (WCSD)

Final Audit Report

2024-06-26

Created:	2024-06-19
By:	Trischia Bindley (tbindley@ccmadison.org)
Status:	Signed
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-  Agreement completed.
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Classmunity Fundraisers							
Title	School/District	Status	Funded	Goal	Start Date	End Date	Fund Account
Football Cheer Ice Cube Challenge	Athletic Department	Active	\$107.03	—	06/10/2024	08/09/2024	Waunakee Community School District - Depository
HERITAGE ELEMENTARY ART SHOW - 2024	Heritage Elementary School	Ended	\$575.86	\$3,000.00	05/09/2024	06/10/2024	Waunakee Community School District - Depository
HOSA Future Health Professionals to compete at International C	Waunakee Community High School	Ended	\$0.00	\$5,000.00	04/25/2024	05/25/2024	Waunakee Community School District - Depository
2025 WCHS Science & Service trip.	Waunakee Community High School	Active	\$0.00	\$50,000.00	04/15/2024	01/31/2025	Waunakee Community School District - Depository
WMS Track Meet Concessions	Waunakee Community Middle School	Ended	\$0.00	—	05/14/2024	05/14/2024	Waunakee Community School District - Depository
WMS Dining Event at Lone Girl for the 8th Grade DC Trip	Waunakee Community Middle School	Ended	\$0.00	—	05/08/2024	05/08/2024	Waunakee Community School District - Depository
Engineering Machine Design Contest 2024	Waunakee Community High School	Ended	\$1,611.38	\$2,000.00	03/22/2024	04/22/2024	Waunakee Community School District - Depository
Performing Arts Program Ads	Waunakee Community High School	Ended	\$312.73	\$1,000.00	03/25/2024	05/21/2024	Waunakee Community School District - Depository
The Pulsera Project	Waunakee Community High School	Ended	\$0.00	\$500.00	04/22/2024	05/03/2024	Waunakee Community School District - Depository
1st Brigade Band - Civil War History Music Presentation	Waunakee Intermediate School	Ended	\$1,132.54	\$1,000.00	02/16/2024	04/30/2024	Waunakee Community School District - Depository
Spanish Honor Society Crush Soda Sales	Waunakee Community High School	Ended	\$0.00	\$100.00	02/05/2024	02/12/2024	Waunakee Community School District - Depository
Waunakee Scholarship Fund Drive 2024	Waunakee Community High School	Ended	\$54,421.07	\$55,000.00	01/30/2024	06/01/2024	Waunakee Scholarship Fund
European Winter Market	Waunakee Community High School	Ended	\$0.00	\$200.00	12/19/2023	12/20/2023	Waunakee Community School District - Depository
WHS Global Studies/KIVA support.	Waunakee Community High School	Active	\$206.82	\$200.00	01/20/1924	—	Waunakee Community School District - Depository
Waunakee Middle School SkillsUSA Meat Stick Sale	Waunakee Community Middle School	Ended	\$1,223.00	—	11/30/2023	05/31/2024	Waunakee Community School District - Depository
Wisconsin Big Cat Rescue	Waunakee Intermediate School	Ended	\$1,659.81	\$1,500.00	11/13/2023	12/20/2023	Waunakee Community School District - Depository
FCCLA Rubi Reds Cranberry Products	Waunakee Community Middle School	Pending	\$0.00	\$1,000.00	11/10/2023	12/05/2023	Waunakee Community School District - Depository
Project Graduation 2024	Waunakee Community High School	Ended	\$19,150.64	\$20,000.00	10/30/2023	06/15/2024	Waunakee Community School District - Depository
2023-2024 WCSD Student Financial Assistance Fund	Waunakee Community School District	Active	\$24,515.19	\$75,000.00	10/23/2023	07/15/2024	Waunakee Community School District - Depository
2023 Waunakee/DeForest Gymnastics Wreath & Holiday Décor	Athletic Department	Ended	\$5,536.96	—	10/23/2023	11/09/2023	Waunakee Community School District - Depository
2023 Snuggle Up and Read Campaign: Books Edition	Waunakee Intermediate School	Ended	\$536.28	\$850.00	10/02/2023	10/20/2023	Waunakee Community School District - Depository
2023 Fall Book Fair	Waunakee Intermediate School	Ended	\$0.00	\$6,000.00	10/13/2023	10/23/2023	Waunakee Community School District - Depository
WMS Staff Appreciation & PT Conference Fundraiser	Waunakee Community Middle School	Ended	\$2,071.50	\$3,000.00	09/07/2023	01/03/2024	Waunakee Community School District - Depository
HERITAGE HUSTLE FUN RUN 23-24 FAMILY + FRIENDS FUNDRAIS	Heritage Elementary School	Ended	\$10,041.23	\$20,000.00	09/07/2023	11/29/2023	Waunakee Community School District - Depository
HERITAGE HUSTLE FUN RUN 23-24 BUSINESS SPONSORS	Heritage Elementary School	Ended	\$5,968.74	\$20,000.00	09/07/2023	11/29/2023	Waunakee Community School District - Depository
Waunakee FORMATA 2023-24 Fundraising	Waunakee Community High School	Active	\$2,136.78	\$25,000.00	09/04/2023	08/24/2024	Waunakee Community School District - Depository
Waunakee DECA & FBLA - Bucky Book 32	Waunakee Community High School	Ended	\$0.00	\$1,000.00	10/04/2023	11/17/2023	Waunakee Community School District - Depository
FTO Arboretum Dash 2023	Arboretum Elementary School	Ended	\$38,066.00	\$24,000.00	09/22/2023	09/29/2023	Waunakee Community School District - Depository
Prairie Stomp 2023	Prairie Elementary School	Ended	\$27,648.50	\$24,600.00	08/08/2023	10/31/2023	Waunakee Community School District - Depository
Moving on UP!	Athletic Department	Ended	\$4,112.86	\$2,023.00	07/31/2023	12/28/2023	Waunakee Community School District - Depository
Prairie FTO Noodles & Company Fundraising Night	Prairie Elementary School	Pending	\$0.00	—	04/13/2023	—	Waunakee Community School District - Depository
FFA Donations - Waunakee Chapter	Waunakee Community High School	Ended	\$0.00	\$5,000.00	01/30/2023	07/28/2023	Waunakee Community School District - Depository
Waunakee Music Boosters 2022-23 Fundraising	Waunakee Community High School	Ended	\$5,199.56	\$15,000.00	08/25/2022	08/25/2023	Waunakee Community School District - Depository
Prairie Stomp 2022	Prairie Elementary School	Ended	\$25,687.68	\$24,600.00	08/07/2023	09/01/2023	Waunakee Community School District - Depository
Yamaha S6X Concert Grand Piano for the HS/MS Music Departm	Waunakee Community High School	Active	\$68,753.77	\$75,000.00	06/01/2022	—	Waunakee Community School District - Depository
Waunakee MS SkillsUSA Country Meats Sale	Waunakee Community Middle School	Ended	\$601.00	\$800.00	11/30/2023	01/03/2024	Waunakee Community School District - Depository
One Community One Goal - Building Waunakee Soccer	Waunakee Community School District	Active	\$850,406.87	\$1,200,000.00	04/03/2019	—	Not Specified
My Intent Jewelry	Waunakee Community Middle School	Rejected	\$0.00	—	02/01/2019	—	Waunakee Community School District - Depository
Shelving for Book-in-a-Bag Program	Heritage Elementary School	Rejected	\$0.00	\$440.00	01/22/2019	—	Waunakee Community School District - Depository
The Silent Battle Fund	Waunakee Community High School	Ended	\$3,637.37	\$3,000.00	01/18/2019	12/04/2023	Waunakee Community School District - Depository
High School Library Redesign -- A Space for Students and Teach	Waunakee Community High School	Rejected	\$0.00	\$20,000.00	01/14/2019	—	Waunakee Community School District - Depository
WCSD Student Financial Assistance Fund	Waunakee Community School District	Ended	\$66,783.14	\$75,000.00	08/01/2018	10/23/2023	Waunakee Community School District - Depository
Build On Tradition	Waunakee Community School District	Active	\$212,256.72	\$225,000.00	03/02/2018	—	Waunakee Community School District - Depository
Softball Stadium Lights	Waunakee Community High School	Ended	\$1,087.89	\$80,000.00	12/21/2018	12/04/2023	Waunakee Community School District - Depository
Waunakee Middle School Skills USA	Waunakee Community Middle School	Rejected	\$0.00	\$1,000.00	12/06/2017	—	Waunakee Community School District - Depository
Gymnastics Fundraising Campaign	Waunakee Community High School	Active	\$400.41	\$13,000.00	10/23/2017	—	Waunakee Community School District - Depository
Waunakee High School Innovation Center	Waunakee Community High School	Active	\$189,515.59	\$400,000.00	09/16/2016	—	Waunakee Community School District - Depository