

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

Monday, September 9, 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/UClgebJT-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](mailto: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

**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 August 12, 2024 Meeting

B. Deliberating with legal counsel regarding the construction of public properties and the investing of public funds.

Administration has invited Michael Allen and Bryanna Frazier from the law firm McCauley Lyman to discuss the topic of the Inflation Reduction Act - Direct Pay Program and a potential contractual change with Vogel that would increase the level of reimbursement for the district under the Act.

C. Review Individual Teacher/Administrator Contract Recommendations, Resignations and Retirements

D. Review Individual Co-Curricular Contract Recommendations

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

- F. Review Student Discipline/Expulsion Recommendation
- G. 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**

**VI. APPROVAL OF MINUTES FOR THE AUGUST 12, 2024 8**

**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 13**

The Board of Education provides a public listening session for the public to comment on any item related to the governance or management of the WCSD. A copy of Board Policy 187 - Public Participation at Board Meetings is attached for your reference. Each commenter will be allowed 3 minutes. An hour will be allowed for this item

**IX. TEACHING STAFF, STUDENT, & BOARD**

**REPORTS/RECOMMENDATIONS/ACTION ITEMS**

A. Teacher Report

B. Student Report

Abigail Anderson and Alena Wagoner are the Student Council Representatives to the Board for 2024-2025. They will give a student update.

C. 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. START OF SCHOOL REPORT 16**

Dr. Kelsey-Brown will provide the Board with an update on the start of the 2024-2025 school year.

**XI. COMMITTEE REPORTS/RECOMMENDATIONS/ACTION ITEMS**

A. Budget Committee Meeting 18

Review the minutes from the 9/3/24 Meeting.

1. Allocation of Capital Maintenance/Equipment Expenses between Fund 10 and Fund 49. 20

The purpose of this agenda item is to request approval of allocating capital maintenance expenditures and equipment purchases from fund 10 to fund 49. As a reminder, here is the legal authority for our November 2022 referendum: BE IT RESOLVED by the School Board of the Waunakee Community School District, Dane County, Wisconsin that there shall be issued pursuant to Chapter 67 of the Wisconsin Statutes, general obligation bonds in an amount not to exceed \$175,000,000 for the public purpose of paying the cost of a school building and

facility improvement project consisting of: construction of a new Heritage Elementary School on district-owned land; construction of a new middle school on district-owned land; removal of the current Heritage Elementary School building; district-wide renovations, capital maintenance and site improvements; and acquisition of furnishings, fixtures and equipment.

We currently have \$998,000.03 allocated towards fund 10 instead of fund 49 for capital maintenance projects and equipment. The board could allocate these costs to fund 49 instead which would then increase the fund 10 fund balance to \$7,557,902.68 or 11.3%.

Fund 49 currently has interest earnings of \$6,512,483 and \$5 million of that amount has been allocated to capital maintenance projects approved by the board, leaving a balance of \$1,512,483 in funds that are not allocated. Please note we also have two future borrowings that will also earn interest. Also, over \$2.5 million in contingency funds are remaining for the Heritage Elementary project. The budget committee is recommending approval on a 3-0 motion.

2. Operational Referendum Communication Plan 21

The purpose of this agenda item is to review a draft of our communication plan and first mailer. The draft communication plan has been attached. We have also attached the start of a community presentation on the operational referendum.

We are seeking school board feedback on the draft communication plan. Each physical mailing has a budgetary impact and we would like to discuss this topic. We also would like to discuss presenting the financial impact of the referendum.

B. Facility Committee Meeting 31

Review and Consider the 09/03/24 Meeting Minutes

1. Subcontractor Bids 33

The purpose of this agenda item is to approve the remaining subcontractors for the middle school project. Attached please find a list of subcontractors that are recommended for approval. This list has been updated since it was first presented in August. The facility committee is recommending approval on a 3-0 motion.

2. Consideration of Capital Projects 34

The purpose of this agenda item is to provide an update on capital projects, and request consideration of additional projects for districtwide capital maintenance. Please note we have added a column to reflect project status.

Attached please find our budget tracking document for capital projects. Please note that this document has been updated to reflect the August 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. The facility committee is recommending approval on a 3-0 motion.

C. Policy Committee Meeting	39
Review and Consider the 08/20/24 Meeting Minutes	
1. Policies for Discussion, Review, and Consideration	41
Attached please find the summary spreadsheet for the policies that will be reviewed at the meeting. These policies have been reviewed by the administration prior to movement to the committee for consideration.	
a. 743 R2 - Hazardous Materials Accident/Emergency Plan	47
743 R3 Hazardous Materials Procurement and Use	
b. 751 R1 Student Transportation Services	52
751 R2 Bus Discipline Procedures	
Please note: 751 E was updated and approved in July.	
c. 751.1 School Bus Scheduling and Routing.	58
d. 751.2 Bus Transportation Contractors	59
751.21 School Bus Drivers	
751.22 Employee Drivers License/Record	
e. 751.3 School Bus Safety Program	63
f. 751.4 Parent Transportation Contracts	64
g. 751.6 Transportation in Unusually Hazardous Areas	65
h. 751.5 Alternative Transportation	67
751.5 R, 751.5 E1-4	
i. 752 E 1 Transportation Agreement (Parents)	94
752 E2 Transportation Agreement (Private School)	
752 E 3 Transportation Insurance Acknowledgment	
752 E 4 Transportation Area of Unusual Hazard	
752 E 5 Student Transportation Agreement	
2. Harassment / Discrimination / Title IX Policies	110
The administration will discuss the policy updates. Attached is a spreadsheet that will review the policies being considered.	
a. 411 Equal Educational Opportunities	111
b. 411 R 1 Student Discrimination/Harassment Complaint Procedure	116
c. 411 - Exhibit Public Notification of Student Nondiscrimination Policy	126

411 - Discrimination Complaint Form	
d. 411.1 Student Harassment	132
e. 443.71 Anti Bullying	137
f. 511 Equal Opportunity Employment and NonDiscrimination	139
g. 511 R Employment Discrimination and Harassment Complaint Procedures	145
h. 511- Exhibit Complaint Form to Report Employment Discrimination, Harassment or Workplace Bullying.	156
i. 512 Harassment Based on Legally Protected Status	159
j. 522.3 Workplace Violence, Threats, Intimidation, and Harassment	163

**XII. ADMINISTRATIVE REPORTS/ACTION ITEMS**

A. Announcements/Correspondence	
B. Resolution Authorizing Temporary Borrowing in an amount not to exceed \$13,200,000; issuance of tax and revenue anticipation promissory notes, and participation in the PMA Levy and aid anticipation notes program	168

The purpose of this agenda item is to request school board approval of the parameters resolution for our cash flow borrowing process for the 2024-2025 school year. Attached please find the parameters resolution that administration is recommending for approval.

The resolution provides the parameters for moving forward with a cash flow borrowing process. Our district completes an annual cash flow borrowing process to account for the differences between the receipt of revenues and the payment of expenses. Waunakee will be joining 6 other districts that are in the same borrowing situation. Joining together with other districts improves the bidding process and sharing of costs. Administration is recommending approval.

**XIII. CONSENT AGENDA**

A. Approval of Checks	
Attached in the "extras" section of BoardBook, please find a list of the accounts payable payments issued during the month of August.	
B. Finance	
1. Monthly Finance Reports	186
Attached you will find the Budget Status report as of June 30, 2024 and the Cash Reconciliation report for July. This will be the final report for 23-24 as the audit process has been completed.	
2. Approval of Fund 21 Accounts	190
The purpose of this agenda item is to request approval of Fund 21 student activity accounts. I have attached a report from the district financial system listing the student activity accounts by building, along with the ending account balance on June	

30th, 2024. The School Board policy on student activity accounts requires an annual School Board review and approval of student activity accounts. Student activity accounts by School Board policy are managed by Building Principals/Administrators.

NOTE: The School Board policy on this topic is a Fund 60 Student Activity Account policy. Fund 60 accounts were closed in the 19-20 fiscal year and moved to Fund 21 per new national accounting requirements. We are continuing the practice of bringing these accounts forward to the School Board even though it is not required by policy for Fund 21.

These accounts are typically used by student organizations for fundraising for activities above and beyond what the district budget is able to support. Student activity account equity balances carry over from one fiscal year to another. I would like to point out that student activity equity accounts with a positive balance are reflected with a negative sign (in red), as student activity equity accounts are balance sheet accounts on the district financial system. A positive balance actually indicates a negative account balance. Negative account balances are allowed by policy under certain circumstances.

### 3. Approval of Fund Balance Allocations 196

The purpose of this agenda item is to request School Board approval of the fund balance allocations. Please recall that during the month of June, the School Board approved fund balance classifications to comply with national accounting standards. Attached please find the Annual Meeting Treasurer's Report, an all Funds fund balance report and a fund balance report detailing the accounting of the Fund 10 937900 and 938900 fund balance accounts.

The final 23-24 Fund 10 fund balance is \$6,559,902.65 or 9.7% of the 24-25 Fund 10 expenditure budget approved in July by the School Board. The 9.7% compares to a number of 12.7% in 23-24. The Board policy on fund balance has a statement of working towards maintaining a 15% balance.

The 23-24 fiscal year was the sixth year when funds were set aside for the replacement of the turf field for Warrior Stadium, and the fourth year when funds were set aside for the replacement of the turf field for Warrior Pitch. You can see the balance in the 937900 fund balance account. Please recall that School Board policy allows buildings/departments to carry over funds from one fiscal year to the next.

You can see the balances in the 938900 fund balance account.

### C. Seclusion and Restraint Report 199

Attached please find the Seclusion and Restraint Report that the administration is

required to report to the Board on an annual basis. Tiffany Loken will be present at Monday's meeting to answer any questions related to this report/data.

D. Consideration of Fund Raising Request 200

Waunakee FOMATA (Music Boosters) 2024-2025 Fundrasing

E. Gifts and Field Trips

1. Gifts

2. Field Trips 202

F. Approve Individual Teacher, Administrator, Co-curricular, Support Staff & Custodial Recommendations, Resignations, Leaves & Retirements

**XIV. BOARD BUSINESS**

**XV. FUTURE AGENDAS AND MEETINGS**

A. Agenda Items for Next Meeting

B. Special Meeting

C. Budget Committee

D. Co-Curricular Committee

E. Curriculum Committee

F. Facility Committee

G. Human Resources Committee

H. Policy Committee

I. DEI Committee

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

**XVII. RETURN TO OPEN SESSION**

**XVIII. ACTION AS APPROPRIATE, ON ITEMS DISCUSSED IN CLOSED SESSION**

**XIX. 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

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A Regular Meeting of the Board of Education of Waunakee Community School District was held Monday, August 12, 2024, beginning at 5:30 PM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

### **I. CALL TO ORDER**

President Ensign called the meeting to order at 5:32 pm.

### **II. ROLL CALL**

Present: Dotzler, Ensign, Engebretson, Frey - (virtual), Heinemann, Heinrichs, Hetzel  
Also Present: Dr. Kelsey-Brown

### **III. SCHOOL BOARD RETREAT/WORKSHOP**

The School Board continued their retreat/workshop discussion and focused on School Board Governance, and Board/Superintendent operations.

### **IV. CLOSED SESSION - ADJOURN TO CLOSED SESSION PER WISCONSIN STATUTES 19.85 (1) (f), AND (g)**

A motion was made by Hetzel, second by Dotzler, to adjourn to closed session pursuant to Wisconsin Statutes 19.85 (1) (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 7-0 on a roll call vote. Time 6:30PM

#### **ROLL CALL**

Present: Dotzler - yes, Ensign - yes, Engebretson - yes, Frey - yes - (virtual), Heinemann - yes, Heinrichs -yes, Hetzel -yes

Also Present: Dr. Kelsey-Brown, Summers, Grabarski

- A. Review Minutes of July 12, 2024 Meeting.
- B. Review Individual Administrator, Administrative Support, Teacher Contract Recommendations, Resignations and Retirements
- C. Review Individual Support Staff/Custodial Staff Recommendations, Resignations and Retirements
- D. Review Individual Co-Curricular Contract Recommendations
- E. Review 2024-2025 Department Chairs, Building Coordinators and New Teacher Advisors  
These advisory positions are included on the co-curricular report.
- F. Update on Legal Matters Related to the School District Including Current and Potential Actions Involving the School District.

**V. RETURN TO OPEN SESSION**

A motion was made by Engebretson, second by Heinrichs, to adjourn closed session and reconvene in open session. Motion carried 7-0. Time 6:55PM

President Ensign reconvened the meeting at 7:06PM.

**VI. BOARD DEVELOPMENT WORKSHOP - NA**

**VII. APPROVAL OF MINUTES**

A motion was made by Hetzel, second by Heinemann, to approve the minutes for the July 8, 2024 regular meeting, and July 17, 2024 special meeting - BOE Retreat. Motion carried 7-0.

**VIII. APPROVAL OF AGENDA AND ADDITIONS**

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

**IX. PUBLIC COMMENTS**

There were no public comments for this meeting.

**X. TEACHING STAFF, STUDENT, & BOARD REPORTS/RECOMMENDATIONS/ACTION ITEMS**

**A. Teacher Update**

There was no teacher update for this meeting.

**B. Board Reports/Action Items**

**1. Board Reports on Educational Related Events, Meetings, or Trainings Attended by Individual Board Members**

There were no individual board updates for this month.

**2. Greater Dane County School District Consortium**

Hetzel and Heinemann had attended the first meeting of this group. Hetzel explained the purpose of the consortium. The board discussed joining this consortium. Hetzel made a motion, second by Heinrichs, to approve joining the Greater Dane County School District Consortium. Motion failed Y=3 – N=4.

**XI. COMMITTEE REPORTS/RECOMMENDATIONS/ACTION ITEMS**

**A. DEI Committee**

**1. The minutes of the 08/07/24 DEI Committee Meeting were reviewed.**

**2. District 3-Year DEI Plan**

Heinrichs and Loken presented and answered questions regarding the Comprehensive 3-Year DEI Plan for the Waunakee Community School District. A motion was made by Hetzel, second by Engebretson, to approve the plan as presented. Motion carried Y=4 – 3=N

**B. Facility Committee Meeting**

**1. The Minutes from the 7/29/24, 8/6/24, and 8/9/24 Committee Meetings were reviewed.**

**2. Consideration of Capital Projects**

Summers presented and answered questions regarding the approval of additional projects for districtwide capital maintenance.

A motion was made by Dotzler, second by Heinrichs to approve the additional projects for the districtwide capital maintenance projects as presented. Motion carried 6-0. (Frey left the meeting at 7:45pm).

**C. Co-Curricular Committee**

**1. The 07/24/24 Co-Curricular meeting minutes were reviewed.**

## 2. Co-Curricular Report

The Co-Curricular report was shared with the board for informational purposes.

## XII. ADMINISTRATIVE REPORTS/RECOMMENDATIONS/ACTION ITEMS

### A. Administrative Reports/Action Items

#### 1. Resolution to Establish a District Expulsion Hearing Officer

Be it resolved that the Board of Education for the Waunakee Community School District hereby authorizes the appointment of an independent hearing officer for the 2024-2025 school year to determine pupil expulsion from the school under State Statute 119.25 Expulsion of Pupils. Sub (2). A motion was made by Heinemann, second by Dotzler, to authorize appointment of an independent hearing officer for the 2024-2025 school year. Motion carried 6-0 on a roll call vote.

#### ROLL CALL

Dotzler - yes, Ensign - yes, Engebretson - yes, Heinemann - yes, Heinrichs -yes, Hetzel - yes, (Frey Absent).

#### 2. Appoint District Expulsion Hearing Officer for 2024-2025

The administration is recommending that we continue with Jon Anderson of Husch Blackwell Law Firm as the expulsion hearing officer for the 2024-2025 school year. A motion was made by Heinemann, second by Dotzler to continue with Jon Anderson of Husch Blackwell Law Firm as the expulsion officer for the 2024-2025 school year. Motion carried 6-0 on a roll call vote.

#### ROLL CALL

Dotzler - yes, Ensign - yes, Engebretson - yes, Heinemann - yes, Heinrichs -yes, Hetzel - yes, (Frey Absent).

#### 3. Appoint Medical Advisor for 2024-2025

A motion was made by Heinemann, second by Dotzler, to continue to work with Dr. William Ranum from the Waunakee Clinic as the District's Medical Advisor. Motion carried 6-0 on a roll call vote.

#### ROLL CALL

Dotzler - yes, Ensign - yes, Engebretson - yes, Heinemann - yes, Heinrichs -yes, Hetzel - yes, (Frey Absent).

#### 4. School Board Policy 751 - Student Transportation Services

Summers presented and answered questions regarding the review and consider revisions to school board policy 751 - student transportation services. As some background, the school board approved the district hazardous transportation plan at the May board meeting. The Dane County sheriff and Wisconsin DPI have also approved the plan. This agenda item is not regarding the hazardous transportation plan, but rather the transportation distance limit for the new Heritage Elementary.

In May, the board approved utilizing the hazardous transportation plan (Hwy Q and 19) as the new boundaries for the new Heritage. This would mean that the new Heritage does not have consistent transportation boundaries like the other two elementary schools. There are two options for consideration:

A motion was made by Hetzel, second by Dotzler to keep the current school board policy for the new Heritage and offer transportation within the boundaries of Hwy Q and 19 and to

keep consistency between all 3 elementary schools. The specific point to determine the limits will be the point on Woodland Dr. in the bus loop as presented. Motion carried 6-0.

5. Resolution Authorizing the School District Budget to Exceed Revenue Limit for Recurring and Non-Recurring Purposes

Summers presented and answered questions regarding the request for school board approval of the attached resolution. The resolution aligns with the discussion that took place at the school board retreat. The resolution combines both recurring and non-recurring funding in one ballot question. Administration will review the resolution at the meeting. A motion was made by Hetzel, second by Heinrichs to approve the resolution as presented. Motion carried 6-0 on a roll call vote.

ROLL CALL

Dotzler - yes, Ensign - yes, Engebretson - yes, Heinemann - yes, Heinrichs -yes, Hetzel - yes, (Frey Absent).

6. Resolution Providing for a Referendum Election on the Question of the Approval of a Resolution Authorizing the School District Budget to Exceed Revenue Limit for Recurring and Non-Recurring Purposes

Summers presented and answered questions regarding the school board approval of the attached resolution. The resolution aligns with the discussion that took place at the school board retreat. The resolution authorizes the election for the operational referendum question from the prior agenda item. Administration will review the resolution at the meeting. A motion was made by Heinemann, second by Dotzler, to approve the resolution as presented. Motion carried 6-0 on a roll call vote.

ROLL CALL

Dotzler - yes, Ensign - yes, Engebretson - yes, Heinemann - yes, Heinrichs -yes, Hetzel - yes, (Frey Absent).

7. Announcements/Correspondence - NA

**XIII. CONSENT AGENDA**

A motion was made by Engebretson, second by Dotzler, to approve the consent agenda as presented. Motion carried 5-0 (Heinemann left the meeting at 8:31pm, Frey Absent)

A. Approval of Checks

B. Finance

1. Monthly Finance Reports

C. 2024 Annual Meeting Agenda

D. Consideration Cash Flow Borrowing Process

E. Consideration of Employee Handbook for Substitute Teaching Staff.

F. Gifts & Student Trips

1. Gifts

2. Student Trips

G. Approve Individual Administrator, Administrative Support, Teacher, Co-curricular, Support Staff & Custodial Recommendations, Resignations, Leaves & Retirements

**New Administrative Support Staff**

**Jenelle Rademacher**, 50% School Nurse, District

**New Teacher Staff**

Erica Wagoner, Library Media Specialist, HES

**New Support Staff**

Valerie Acker, Para Educator Special Education, PES  
**Carlene Benishek**, Para Educator Special Education, HES  
Patty Eley, Crossing Guard  
**Katie Gallagher**, Para Educator Special Education, MS  
Caroline Lourie, Para Educator Special Education, HES  
Amanda Nickel, Crossing Guard  
~~Autumn Speidel~~, Custodian, HS **Withdrawn**  
Debra Wall, Para Educator Special Education, HES

**Resignations**

Rose Kornelson, Para Educator Special Education, AES  
Lynn Miller, Attendance Administrative Assistant, MS  
**Samantha Pilsner**, Spanish Teacher, MS  
Lara Ostrander, Cross Categorical Teacher, PES  
Kathy Whitney, Para Educator Regular Education, HS

Co-curricular are attached to the agenda in the Extras section

H. Consideration of 2024-2025 Department Chairs, Building Coordinators and Staff Development Representatives

These advisory positions are included on the co-curricular staff report.

XIV. **BOARD BUSINESS** - NA

XV. **FUTURE AGENDAS AND MEETINGS**

KD DH all in 8:34

- A. Agenda Items for Next Meeting
- B. Special Meeting
- C. Budget Committee – 09/03/24 @ 7:30AM
- D. Co-Curricular Committee
- E. Curriculum Committee
- F. Facility Committee – 09/03/24 @ 8:15AM
- G. Human Resources Committee
- H. Policy Committee – 8/20/24 @ 7:30AM
- I. DEI Committee

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

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

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

XIX. **ADJOURN**

The Board of Education adjourned at 8:34PM on a motion by Dotzler, second by Heinrichs, and passed unanimously by voice vote 5-0. (Frey & Heinemann Absent)

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

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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

	Arboretum	MAX	Heritage	MAX	Prairie	MAX	Total	24-25 OE	OE Applications Rec'd	K-4 OE Openings	OE seats filled
<b>KG Total</b>	77	88	88	110	92	110	257	2	13		0 2 NEW
<b>KG # of sections</b>		4		5		5					
<b>Avg. Class size</b>											
<b>1st Grade Total</b>	81	88	113	132	99	110	293	12	7		11 1 NEW
<b># of sections</b>		4		6		5					
<b>Avg. Class size</b>											
<b>2nd Grade Total</b>	86	88	105	110	119	132	310	5	10		4 1 NEW, 2 already
<b># of sections</b>		4		5		6					
<b>Avg. Class size</b>											
<b>3rd Grade Total</b>	90	100	113	125	112	125	315	18	11		14 4 NEW, 1 already
<b># of sections</b>		4		5		5					
<b>Avg. Class size</b>											
											16
<b>4th Grade Total</b>	100	100	106	125	109	125	315	21	5		19 3 NEW
<b># of sections</b>	25	4	21.2	5	22.2	5					
<b>Avg. Class size</b>											
<b>Building total</b>	<b>459</b>		<b>545</b>		<b>558</b>			<b>58</b>			

5th Grade	329							12	7		9 3 NEW
14 sections											
6th Grade	334							28	14		4
15 sections											
7th Grade	309							27	8		1
12 sections											
8th Grade	357							24	6		1
14 sections											
9th Grade	335							44	5		3

total K-4 1490  
5-12 2666  
4K 250  
**Total 4406**

Updated 09/06/2024

10th Grade	366	0	5	0
11th Grade	304	27	4	0
12th Grade	332	0	1	0
Total 5-12	2666			
4K	250	37	40	29

# Minutes of Budget Committee Meeting

## The Board of Education Waunakee Community School District

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

### **I. CALL TO ORDER**

Heinemann called the meeting to order at 7:42 AM

### **II. ROLL CALL**

Present: Heinemann, Heinrichs, Hetzel

Also present: Dr. Brown, Summers, Dye

### **III. APPROVAL OF AGENDA**

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

Motion carried 3-0.

### **IV. PUBLIC COMMENTS**

Public comments were not received in the posted manner. An emailed public comment was received by the committee members.

### **V. 2023-24 BUDGET UPDATE**

#### **A. Discussion of Preliminary Audit Results**

Summers presented and answered questions regarding the preliminary audit results. The fund 10 fund balance has declined to 9.7% of the fund 10 expenditures for 2024-25. Summers presented an option for consideration of allocating capital maintenance/equipment expenses from fund 10 to fund 49 to increase the fund 10 fund balance. At the October budget committee meeting, administration will review options for the 4th draft of the 2024-25 budget as well as the early stages of planning for the 2025-26 budget.

#### **B. Allocation of Capital Maintenance/Equipment Expenses between Fund 10 and Fund 49.**

Summers presented and answered questions regarding considering moving capital maintenance expenditures and equipment purchases from fund 10 to fund 49. Hetzel made a motion to allocate the \$998,000.03 to fund 49, seconded by Heinrichs. Motion passed 3-0.

### **VI. DISCUSSION/ACTION ON PROPOSALS**

### **VII. OTHER ITEMS FOR DISCUSSION**

#### **A. Operational Referendum Communication Plan**

Summers presented and answered questions regarding the draft of our communication plan and first mailer for the operational referendum. The committee offered feedback on the draft communication plan. Administration discussed with the committee presenting the financial impact of the referendum. This topic will also be discussed at the September board meeting. No action was taken by the committee.

#### **B. Inflation Reduction Act - Direct Pay Program Participation**

Summers presented and answered questions regarding the update on the work that has taken place for the district to participate in the federal direct pay reimbursement program.

The reimbursement for the federal direct pay program would range from 6% up to 30% depending on the program requirements that are met. In order to receive the 30% reimbursement, prevailing wage requirements and apprenticeship requirements must be met.

The committee shared their feedback on this topic. No action was taken by the committee.

VIII. **FUTURE AGENDA ITEMS** - NA

IX. **ADJOURN**

A motion was made by Heinrichs, second by Hetzel, to adjourn the meeting at 8:30AM.

Motion carried 3-0.

**WAUNAKEE COMMUNITY SCHOOL DISTRICT  
2024 ANNUAL MEETING, AUGUST 26, 2024  
TREASURER'S REPORT**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BEGINNING FUND BALANCE</u>	<u>2023-2024 REVENUES</u>	<u>2023-2024 EXPENSES</u>	<u>ENDING FUND BALANCE</u>	<u>CHANGE IN FUND BALANCE</u>	
<b>10</b>	<b>General Fund*</b>	<b>8,022,096.97</b>	<b>64,037,278.80</b>	<b>65,499,473.12</b>	<b>6,559,902.65</b>	<b>-1,462,194.32</b>	
20	Special Projects Funds	1,241,189.01	12,297,730.65	12,289,442.86	1,249,476.80	8,287.79	
30	Debt Service Funds	8,531,605.54	13,180,245.94	14,381,689.81	7,330,161.67	-1,201,443.87	
<b>40</b>	<b>Capital Projects Funds*</b>	<b>101,681,312.49</b>	<b>3,760,593.79</b>	<b>66,139,935.24</b>	<b>39,301,971.04</b>	<b>-62,379,341.45</b>	
50	Food Service Fund	0.00	2,962,497.26	2,962,497.26	0.00	0.00	20
73	Employee Benefit Trust Fund	8,521,126.04	1,494,757.75	1,080,180.81	8,935,702.98	414,576.94	
80	Community Service Fund	324,264.89	596,521.43	841,402.19	79,384.13	-244,880.76	
90	Package and Cooperative Programs	0.00	186,860.37	186,860.37	0.00	0.00	
	<b>TOTAL ALL FUNDS</b>	<b>128,321,594.94</b>	<b>98,516,485.99</b>	<b>163,381,481.66</b>	<b>63,456,599.27</b>	<b>-64,864,995.67</b>	

The above numbers are being audited by the district's financial auditor, the firm WIPFLI.

The ending fund balance for Fund 10 is equal to 9.7% of the Fund 10 2024-25 expenditure budget.

**\* The budget committee/school board will be reviewing the allocation of districtwide maintenance expenses between funds 10 and 49.**

The Fund 73 employee benefit trust fund is managed by American United Life at a 1.65% guaranteed rate of return through December 31st, 2024.

## Communication Plan and Timeline - DRAFT

### Tuesday, November 5 Referendum

Updated 08/27/24

Date	Project	Details	Completed/Notes
August - November	Community Mailers #1-3	<ul style="list-style-type: none"> <li>• <a href="#">Text</a></li> <li>• <a href="#">FAQ</a></li> </ul>	
August 12, 2024	Board of Education Discussion and Approval of Referendum Question	<ul style="list-style-type: none"> <li>• Finalize referendum</li> <li>• Adopt resolutions</li> </ul>	<ul style="list-style-type: none"> <li>• Resolutions approved</li> </ul>
August 13, 2024	Public Communications Efforts	<ul style="list-style-type: none"> <li>• Share Board Update with staff and community</li> <li>• Begin website and create email address for Referendum 2024 questions</li> </ul>	<ul style="list-style-type: none"> <li>• Sent communication BOE Update to Staff/Families 8/13</li> <li>• Created website + new email address (per IT)</li> </ul>
September 3	Public Communications Effort	<ul style="list-style-type: none"> <li>• Budget Committee - Review of Timeline and Communication Plan</li> <li>• Review of #1 draft of postcard</li> </ul>	<ul style="list-style-type: none"> <li>• Draft sent to Minuteman 8/26</li> </ul>
September 9	Public Communications Effort	<p>Board of Education Meeting</p> <ul style="list-style-type: none"> <li>• Approve communication timeline and plan</li> <li>• Approve postcard #1</li> <li>• Define community engagement approach</li> <li>• Develop communication plan for staff and families, including <a href="#">social media</a></li> <li>• Develop talking points for Board of Education members</li> <li>• Work with vendors for community postcard/flyer creation</li> <li>• Frequently Asked Questions completed and posted on website</li> <li>• Website:</li> </ul>	

		<a href="https://www.waunakee.k12.wi.us/community/fall-2024-referendum">https://www.waunakee.k12.wi.us/community/fall-2024-referendum</a> <ul style="list-style-type: none"> <li>● Share referendum email address: <a href="mailto:wcsd_fall2024referendum@waunakee.k12.wi.us">wcsd_fall2024referendum@waunakee.k12.wi.us</a></li> </ul>	
September 10, 2024	Public Information Efforts	<ul style="list-style-type: none"> <li>● E-mail Board Update to staff and families</li> <li>● Include website + email for questions</li> </ul>	
Week of September 16		<ul style="list-style-type: none"> <li>● Distribute Postcard #1 (Mailed by Minutemen)</li> </ul>	
September and October 2024	Public Information Efforts	<ul style="list-style-type: none"> <li>● Webinar Community/Staff Engagement - <a href="#">Zoom</a> <ul style="list-style-type: none"> <li>○ Wednesday, September 25 at 6:00 p.m. (<i>Zoom created</i>)</li> </ul> </li> <li>● In-person Community/Staff Engagement Session <ul style="list-style-type: none"> <li>○ Wednesday, October 2 at 6:30 p.m. at High School Performing Arts Center (PAC) - <i>Booked with Facilities</i></li> </ul> </li> <li>● Rotary Meeting <ul style="list-style-type: none"> <li>○ Thursday, October 10 at 12:00-1:30 p.m.</li> </ul> </li> <li>● Chamber of Commerce/Executive Board <ul style="list-style-type: none"> <li>○ Tuesday, October 8 at 8:00 a.m. - 9:30 a.m.</li> </ul> </li> <li>● Community Open Hours/QA for October 14-31 <ul style="list-style-type: none"> <li>○ Library - Wednesday, October 16 at 2 p.m. (Living Room)</li> <li>○ Village Center - Tuesday, October 22 at 1:00 p.m.</li> <li>○ MNM Coffeehouse - Tuesday, October 29 at 9 a.m.</li> </ul> </li> <li>● Waunakee Senior Center</li> </ul>	<ul style="list-style-type: none"> <li>● Reserve space</li> <li>● Calendar invites</li> <li>● Share via newsletters</li> <li>● Social Media</li> <li>● Village/Community Communication</li> </ul>

		<ul style="list-style-type: none"> <li>○ Thursday, October 10 at 10:00 - 10:30 a.m.</li> <li>● Lion's Club <ul style="list-style-type: none"> <li>○ TBD at 12:00 p.m. at Rex's</li> </ul> </li> <li>● Building Staff Meetings- Mandatory <ul style="list-style-type: none"> <li>○ Arboretum - Wednesday, Sep 11 at 3:15pm – 3:30pm</li> <li>○ Prairie - Wednesday, Sep 11 at 2:50pm – 3:05pm</li> <li>○ Heritage - Wednesday, Sept. 25 at 3pm – 3:15pm</li> <li>○ Intermediate - Tuesday, Sept. 24 at 7:40am – 7:55am</li> <li>○ Middle School - Thursday, October 17 at 7:30 a.m. – 7:45 a.m.</li> <li>○ High School - Wednesday, Sep 11 at 7:30am – 7:45am</li> <li>○ Bethel</li> </ul> </li> </ul>	
Week of October 7th	Public Information Efforts	<ul style="list-style-type: none"> <li>● Complete 2-page information flyer</li> <li>● Mail Monday, October 7 (Minuteman)</li> </ul>	
Week of October 28	Public Information Efforts	<ul style="list-style-type: none"> <li>● E-mail communication to staff and families</li> <li>● Social Media communication</li> <li>● Video - redistribute Zoom recording</li> <li>● Poster Boards to Schools</li> <li>● Mail #3 (postcard) - reminder to vote</li> </ul>	
November 5, 2024	VOTE		
November 6, 2024	Follow-up communication		





# What did the School Board Approve for the November 5, 2024 Election?

Funding Initiatives	2025-26	2026-27
Maintaining current programs/services (recurring)	\$8.1 million	\$8.1 million
Increasing hourly employee compensations (recurring)	\$500,000	\$1,000,000
Increasing employee compensation costs (non-recurring)	\$1.05 million	\$2.1 million
Total	\$9.65 million	\$11.2 million



## Maintaining Current Programs & Services

- \$8.1 million to replace:
  - \$2.1 million from November 2020, non-recurring operational referendum
  - \$6 million from November 2022, non-recurring operational referendum
- Funds have been fully utilized in the 2024-25 budget planning process
- These funds have been primarily used for supporting compensation increases, including CPI, district compensation systems, and the loss of federal ESSER funding



## Increasing Hourly Employee Compensation

- \$1 million over two fiscal years to close the compensation gap between Waunakee hourly employees and our Dane County comparable school districts
- Waunakee hourly employees are the only employee group not at an average compensation level



## Increasing Employee Compensation Costs

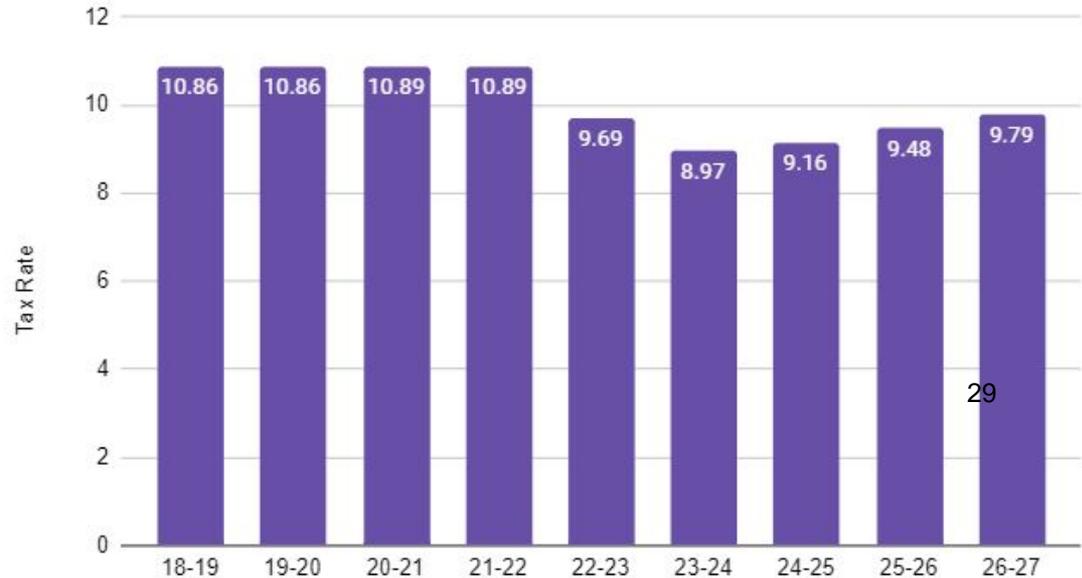
- \$2.1 million over two fiscal years to support compensation increases, including CPI and district compensation systems
- The \$2.1 million is an estimate of the difference between the increase in state revenues (\$325/student) and cost increases
- The goal of the \$2.1 million is to keep all other employee groups competitive with Dane County comparables



## Tax Impact

- 25-26 increase is an additional \$0.32 per \$1,000 of property value (\$160 for a \$500K home)
- 26-27 increase is an additional \$0.31 per \$1,000 of property value (\$155 for a \$500K home)

Tax Rate





## Tax Impact

- \$8,127,502 of the 25-26 request for \$9,650,000 will already be included in the 24-25 tax rate
- \$9,650,000 of the 26-27 request for \$11,200,000 will already be included in the 25-26 tax rate
- The tax impact calculations do not assume property value growth that could absorb a portion of the tax levy increase. In addition, the tax impact calculations do not make any assumptions regarding the 2025-27 state budget
  - As an example, real property growth of 3% in 25-26 would absorb \$0.29 of the \$0.32 increase in the tax rate.

# Minutes of Facility Committee Meeting

## The Board of Education Waunakee Community School District

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A Facility Committee Meeting of the Board of Education of Waunakee Community School District was held Tuesday, September 3, 2024, beginning at 8:15 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 8:34am.

### **II. ROLL CALL**

Present: Ensign, Frey, Heinemann

Also present: Dr. Brown, Summers, Adam Griep (Vogel Brothers) Jay Thomsen (Vogel Brothers), Cramer, Bauer, Dye

### **III. APPROVE AGENDA**

A motion was made by Frey, 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. HERITAGE ELEMENTARY SCHOOL**

Summers presented and answered questions regarding an update on the schedule and finances for the Heritage Elementary School project. Summers explained the additional expansion made to the turn lane and exit lane as well as the additional signage to make the traffic flow clearer. There will be continued discussion on this traffic loop once we have used it for a while.

### **VI. NEW MIDDLE SCHOOL**

Summers introduced Adam Griep and together they presented and answered questions regarding an update on the schedule and finances for the Middle School project. An updated financial report related to contingency funds and change orders was reviewed. The Vogel team provided a verbal update on the project schedule.

#### **A. Subcontractor Bids**

The remaining subcontractors for the middle school project were reviewed. A motion was made by Heinemann, second by Frey to approve the subcontractors as presented. Motion carried 3-0.

#### **B. Inflation Reduction Act - Direct Pay Program Participation**

Summers presented and answered questions regarding an update on the work that has taken place for the district to participate in the federal direct pay reimbursement program.

The reimbursement for the federal direct pay program would range from 6% up to 30% depending on the program requirements that are met. In order to receive the 30% reimbursement, prevailing wage requirements and apprenticeship requirements must be met. The committee members offered feedback on this topic. This item will be brought back to the full board meeting on September 9th. No action was taken by the committee.

**VII. 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. Jay Thomsen was available for any questions.

**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. The committee request clarification on the age of the existing mower and the plans for purchasing mowers moving forward. A motion was made by Heinemann, second by Frey, to approve the Capital Projects list as presented. Motion carried 3-0.

**IX. ALLOCATION OF CAPITAL MAINTENANCE/EQUIPMENT EXPENSES BETWEEN FUND 10 & FUND 49.**

Summers presented and answered questions regarding the allocation of capital maintenance expenditures and equipment purchases from fund 10 to fund 49. The board has the legal authority to allocate capital maintenance/equipment expenses to fund 49 per our November 2022 referendum.

**X. FUTURE MEETINGS** - NA

**XI. ADJOURN**

A motion was made by Heinemann, second by Frey, to adjourn the meeting at 9:37AM. Motion carried 3-0.

Date: 8/29/24		WCSD New Middle School: 501 South Street Waunakee, WI 53597			
Specification:	Description of Work:	Supplier/Subcontractor:	Low Qualified Bid	Budget	Over/Under
033010	Curb & Gutter	Raymond P Cattell	\$ 118,600	\$ 115,000	\$3,600
033511	Polished Concrete & Epoxy Flooring	Floor Coatings Pro	\$ 431,316	\$ 448,625	(\$17,309)
064100	Millwork Fabrication	Wisconsin Built	\$ 918,043	\$ 925,000	(\$6,957)
123600	Stainless & Epoxy Countertops	Wynn Jones	\$ 255,000	\$ 290,000	(\$35,000)
071400	Air Barrier & Waterproofing	Zander	\$ 354,765	\$ 384,500	(\$29,735)
081113	Doors, Frames & Hardware	Block Iron	\$ 1,082,445	\$ 1,127,164	(\$44,719)
096429	Wood Gym Floor	Schmidt Athletic Flooring	\$ 289,000	\$ 292,500	(\$3,500)
099123	Painting	Statz / Lakeside / Schmelzer	\$ 850,000	\$ 890,146	(\$40,146)
101400	Signage	Creative Sign Co	\$ 111,029	\$ 110,650	\$379
101100	Specialties & Display Boards	La Force	\$ 285,909	\$ 290,500	(\$4,591)
122400	Window Shades	Commercial Shading Systems	\$ 131,400	\$ 140,000	(\$8,600)
123583	Music Casework	Wenger	\$ 171,650	\$ 175,000	(\$3,350)
321216	Asphalt & Striping	Payne & Dolan	\$ 351,928	\$ 358,145	(\$6,217)
329200	Landscaping & Retaining Walls	The Bruce Company	\$ 704,941	\$ 711,835	(\$6,894)



Facility	Division	<u>SEPTEMBER FACILITIES COMMITTEE CONSIDERATION</u>	Qty	Units	Unit price	Estimated Total
Intermediate	Equipment	Repair walk in cooler and walk in freezer	1	LS	\$8,500.00	\$8,500.00
Intermediate	Equipment	School fitness maintenance	1	LS	\$5,021.00	\$5,021.00
Districtwide	Equipment	Lazer Z Diesel Mower with 144 inch deck	1	LS	\$61,399.00	\$61,399.00
High School	Equipment	Dishwasher	1	LS	Quote Coming	
						\$74,920.00



# WCS D Maintenance Work Tracking Summary

9/3/2024

## 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	\$ (12,909,065)
12/22/2023	Funds allocated from contingency or interest	\$ 1,120,000
12/22/2023	Funds allocated from interest	\$ 5,000,000
	<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 105,935</b>

## APPROVED (BY BOARD) PROJECTS

Date	Description	Location	Status	Bid Amount
3/13/2023	Warrior Stadium track replacement, bleacher expansion and related improvements	High	Completed	\$ 1,300,000
	<b>APPROVED AT 4/10/2023 BOARD MEETING</b>			<b>\$ 1,300,000</b>
4/10/2023	Roof replacement - entire roof	Middle	Completed	\$ 631,000
4/10/2023	Redo TLC Roof*	High	Completed	\$ 46,300
4/10/2023	Freight Elevator Security *	High	Completed	\$ 10,132
	<b>APPROVED AT 4/10/2023 BOARD MEETING</b>			<b>\$ 687,432</b>
5/1/2023	Emergency Roof Repairs (NORTHERN)	District	Completed	\$ 40,000
5/1/2023	Emergency HVAC Repairs (NAMI)	District	Completed	\$ 25,000
5/1/2023	Emergency Plumbing Repairs (HOOPER)	District	Completed	\$ 25,000
5/1/2023	Emergency Electrical Repairs (GLOBALCOM/WESTPHAL)	District	Completed	\$ 25,000
5/1/2023	Replace Walking Path near Century Avenue and Community Drive	District	Completed	\$ 33,453
5/1/2023	Safety Film on all doors	District	Completed	\$ 46,374
5/1/2023	Low Driveway Inlet * (SOUTH CENTRAL CONTRACTING)	Prairie	Completed	\$ 2,842
5/1/2023	(2) Card Readers	Prairie	Completed	\$ 13,099
5/1/2023	(4) Magnetic Door Holders	Prairie	Completed	\$ 13,270
5/1/2023	Asphalt Under Gaga Pits * (WOLF PAVING)	Arboretum	Completed	\$ 19,741
5/1/2023	Broken Curb Inlet Hole/Culvert * (SOUTH CENTRAL CONTRACTING)	Arboretum	Completed	\$ 7,000
5/1/2023	4 Card Readers & at Double Doors by Office * (GLOBALCOM)	Arboretum	Completed	\$ 13,099
5/1/2023	(8) Magnetic Door Holders to isolate sections of building during lockdown *	Arboretum	Completed	\$ 26,539
5/1/2023	8 Magnetic Door Holders for securing pods during lockdown *	Intermediate	Completed	\$ 26,539
5/1/2023	Classroom 131 Window *	Middle	Completed	\$ 10,940
5/1/2023	Door 1 Entrance Stair Treads *	Middle	Completed	\$ 21,900
5/1/2023	Door 1, 10 Walkway Concrete Replacement	Middle	Removed	\$ 29,860
5/1/2023	Sidewalk Repair * (Confirmed split cost with Village)	Middle	Completed	\$ 20,000
5/1/2023	High School Bus Loop Sidewalk Ramp Replacement	High	Completed	\$ 4,950
5/1/2023	16 Lockable Restrooms *	High	Completed	\$ 6,553
5/1/2023	Room 1433, 1411, 1501 Carpet	High	Completed	\$ 13,290
5/1/2023	4 Card Readers at front office, other locations	High	Completed	\$ 16,000
5/1/2023	Repair dust collector in Woodshop	High	Completed	\$ 4,711
5/1/2023	High School CO2 Tank Pad and Fencing	High	Completed	\$ 9,902
5/1/2023	Front Door Canopy	District Office	Completed	\$ 6,303
5/1/2023	Air Handling Unit 05 Replacement	High	Completed	\$ 300,000
5/1/2023	Replacement of Chiller CH002 - includes upgrade to 350-ton	High	Completed	\$ 515,000
5/1/2023	Replacement of Chiller CH001	High	Completed	\$ 200,000
	<b>APPROVED AT 5/1/2023 BOARD MEETING</b>			<b>\$ 1,476,365</b>
6/12/2023	Middle School Fire Safety Project	Middle	Completed	\$ 36,859
6/12/2023	Prairie Elementary Remodeling Proposal	Prairie	Completed	\$ 82,832
	<b>APPROVED AT 6/12/2023 BOARD MEETING</b>			<b>\$ 119,691</b>
7/10/2023	Parking lot landscaping repair	Intermediate	Completed	\$ 9,970
7/10/2023	Trees and light-blocking material for fence @ Warrior Stadium	High	Completed	\$ 17,200
7/10/2023	Playground playmat chips	AES, PES, IS	Completed	\$ 12,266
7/10/2023	Parking lot striping and minor repairs	All lots except HES, Bethel	Completed	\$ 25,159
7/10/2023	Special education restroom remodel	Middle	Completed	\$ 11,000
7/10/2023	Senetric Closers	AES, PES, IS	Completed	\$ 16,798
7/10/2023	WIS Security System Install	Intermediate	Completed	\$ 1,020
7/10/2023	Eves, Troughs & Downspouts - North side	High	Completed	\$ 19,728
7/10/2023	Pool bleacher repair	High	Completed	\$ 1,050
7/10/2023	Flag pole repair	Intermediate	Completed	\$ 3,410
	<b>APPROVED AT 7/10/2023 BOARD MEETING</b>			<b>\$ 117,601</b>
8/14/2023	Dishwasher Replacement	Middle	Completed	\$ 29,430
8/14/2023	Softball Field Lights	High School	Completed	\$ 175,000
	<b>APPROVED AT 8/14/2023 BOARD MEETING</b>			<b>\$ 204,430</b>
9/11/2023	High School Signage	High School	Completed	\$ 21,500
	<b>APPROVED AT 9/11/2023 BOARD MEETING</b>			<b>\$ 21,500</b>
10/9/2023	Special Education Room Project	Middle	Completed	\$ 29,036
	<b>APPROVED AT 10/9/2023 BOARD MEETING</b>			<b>\$ 29,036</b>
12/11/2023	Replace non working water softener (19 yrs old)	Arboretum	Completed	\$ 5,588

12/11/2023	Bleacher repairs	Arboretum	Completed	\$	2,472
12/11/2023	Repair water heater 1	High	Completed	\$	6,050
12/11/2023	Old gym bleacher repairs	High	Completed	\$	2,459
12/11/2023	Main gym bleacher repairs	High	Completed	\$	4,780
12/11/2023	Discus throwing area concrete	High	Completed	\$	16,500
12/11/2023	Bleacher repairs	Intermediate	Completed	\$	2,950
12/11/2023	Bleacher repairs	Middle	Completed	\$	3,858
12/11/2023	Installation of closed loop filtration equipment	Middle	Completed	\$	3,169
12/11/2023	Bleacher repairs	Prairie	Completed	\$	2,472
12/11/2023	UPS circuit additions (to prevent power outage problems)	Prairie	Completed	\$	4,310
12/11/2023	Replace 5 radio system UPS systems	District	Completed	\$	8,635
12/11/2023	JOHN DEERE 60 Heavy-Duty Rotary Broom	District	Completed	\$	5,600
12/11/2023	Skid Loader Pallet forks	District	Completed	\$	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
<b>APPROVED AT 12/22/2023 BOARD MEETING</b>					
<b>\$ 326,743</b>					
1/8/2024	Bleacher Boss - Power Assist Unit	Athletics	Completed	\$	4,900
1/8/2024	Robotic Athletic Field Painter	Athletics	Completed	\$	29,700
1/8/2024	Water Reel with Booster	Grounds	Completed	\$	14,000
1/8/2024	Robotic Mowers	Grounds	Removed	\$	22,000
1/8/2024	John Deere 1575 tractor (includes snow blower and broom)	Grounds	Completed	\$	55,600
1/8/2024	Fork Lift	Maintenance	Completed	\$	50,000
<b>APPROVED AT 1/8/2024 BOARD MEETING</b>					
<b>\$ 176,200</b>					
2/12/2024	Brush and snow blower attachments	District	Completed	\$	11,600
2/12/2024	Resurface all gym floors in district	District	Completed	\$	24,668
2/12/2024	Wood chips for school playgrounds	District	Completed	\$	14,500
2/12/2024	Signature Choral Risers - 4 Tier	District	Completed	\$	16,590
2/12/2024	Power outage monitoring electrical meter	District	Completed	\$	88,600
2/12/2024	SRP card for each classrom	District	Completed	\$	7,964
2/12/2024	Outside bollard lights need to be updated with LED (20 total)	Arboretum	Completed	\$	82,449
2/12/2024	Add card reader to rear entrance of front office	Arboretum	Completed	\$	4,000
2/12/2024	Front entrance - exterior stain	Arboretum	Completed	\$	2,569
2/12/2024	Carpet - remaining rooms 1st and 2nd floor	Arboretum	Completed	\$	87,000
2/12/2024	Doors 9 gym, door 11, door 12 (6 total doors)	Arboretum	Completed	\$	37,354
2/12/2024	Cracked tile replacement (various areas)	Arboretum	Completed	\$	5,000
2/12/2024	Landscaping around building	Arboretum	Completed	\$	70,000
2/12/2024	Playground sun shades	Arboretum	Completed	\$	18,288
2/12/2024	198 Boiler room (penthouse) roof walls	High	Completed	\$	73,000
2/12/2024	Bleachers, Portable	High	In Progress	\$	47,500
2/12/2024	Furnish and install 2 new windows for baseball press box	High	Completed	\$	20,500
2/12/2024	Furnish and install 3 new windows for football press box	High	Completed	\$	10,280
2/12/2024	Furnish and install 2 new windows for soccer press box	High	Completed	\$	20,500
2/12/2024	Varsity SoGball Field batting cages/audio/backstop	High	Completed		
2/12/2024	Card readers in shipping/receiving area	High	Completed	\$	9,395
2/12/2024	Door 1 storefront	High	Completed	\$	33,000
2/12/2024	Door 18 security	High	Completed	\$	934
2/12/2024	John Deere tractor plus attachments	High	Completed	\$	52,200
2/12/2024	Fix joint bump in the floor	Intermediate	Completed	\$	1,843
2/12/2024	Wallpaper Graphics	Intermediate	Completed	\$	55,391
2/12/2024	Gymnasium electronic closers	Intermediate	Completed	\$	8,352
2/12/2024	Solar PV expansion	Intermediate	Completed	\$	498,982
2/12/2024	Slow gym curtain	Intermediate	Completed	\$	4,177
2/12/2024	Whiteboards from old HES	Intermediate	Completed	\$	21,900
2/12/2024	Classroom carpeting rooms 136, 110, 223, 239	Middle	Completed	\$	19,000
2/12/2024	Door 7 replace stairway treads	Middle	Completed	\$	26,300
2/12/2024	Carpet landings - doors 5, 6	Middle	Completed	\$	9,000
2/12/2024	Rider floor scrubber - 30" (Trident R30-HIL56009)	Prairie	Completed	\$	17,837
2/12/2024	Add card reader to rear entrance of front office	Prairie	Completed	\$	4,000
2/12/2024	Concrete work on Sidewalks	Prairie	Completed	\$	49,030
2/12/2024	Add privacy panels in restrooms	Prairie	Completed	\$	2,730
2/12/2024	Play ground shade canopy	Prairie	Completed	\$	1,600
2/12/2024	Acoustical panels for cafeteria	Prairie	Completed	\$	14,484
2/12/2024	Replace carpet	Prairie	Completed	\$	32,000
2/12/2024	Downspout sink hole	Prairie	Completed	\$	3,287
2/12/2024	Move old hoops at existing Heritage & install at Prairie	Prairie	Completed	\$	15,275
2/12/2024	Waunakee Softball Upgrades	District	Completed	\$	325,000
<b>APPROVED AT 2/12/2024 BOARD MEETING</b>					
<b>\$ 1,848,079</b>					
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	Completed	\$	1,200
3/5/2024	District mechanic tools and tool box	District	Completed	\$	22,000

3/5/2024	Project management services for generator installation project	District	In Progress	\$ 5,400
3/5/2024	LED upgrades and lighting controls additions	High	Removed	\$ 1,440,850
3/5/2024	Carpeting in (17) classrooms	High	Completed	\$ 95,000
3/5/2024	Boiler closed loop filtration equipment	High	Completed	\$ 3,186
3/5/2024	JV Softball press box wood stairs w/ composite deck board at treads, risers, and landings	High	Completed	\$ 14,389
3/5/2024	Varsity baseball press box wood stairs w/ composite deck board at treads, risers, and landing	High	Completed	\$ 17,314
3/5/2024	Varsity soccer press box wood stairs w/ composite deck board at treads, risers, and landings	High	Completed	\$ 17,314
3/5/2024	Varsity football press wood stairs w/ composite deck board at treads, risers, and landings	High	Completed	\$ 22,484
3/5/2024	Clock/Bell/PA (InformaCast Fusion IP Speaker Endpoint Add-On for WHS)	High	Completed	\$ 826,011
3/5/2024	Video cameras	High	In Progress	\$ 115,000
3/5/2024	Fieldhouse projector and audio	High	In Progress	\$ 65,000
3/5/2024	Audio upgrade for the Commons and Cave	High	Completed	\$ 15,000
3/5/2024	New basketball hoop controls (old gym)	High	Completed	\$ 6,900
3/5/2024	Painting of field house and logos	High	Completed	\$ 37,000
3/5/2024	Furnish & install new floor traction power operation for field house bleachers	High	Completed	\$ 36,356
3/5/2024	Varsity baseball shed and press box	High	Completed	\$ 10,000
3/5/2024	Replace fieldhouse backboard motors	High	Completed	\$ 20,000
3/5/2024	Fieldhouse mid-court curtain and motor	High	Completed	\$ 25,000
3/5/2024	Replace wall mounted basketball structure and hoops	Prairie	Completed	\$ 66,500
3/5/2024	Boiler closed loop filtration equipment	Prairie	Completed	\$ 3,186
3/5/2024	Energy efficiency audit	Prairie	Completed	\$ 3,060
3/5/2024	Gymnasium audio system	Prairie	Completed	\$ 30,000
	<b>APPROVED AT 3/11/2024 BOARD MEETING</b>			<b>\$ 6,401,950</b>
4/8/2024	Postpone Items from Maintenance list in Vogel Bros. High School Scope of work	High	Completed	\$ (740,000)
4/8/2024	Postpone - LED upgrades and lighting controls additions	High	Completed	\$ (1,440,850)
4/8/2024	Rack-it drying & storage for art class	Arboretum	Completed	\$ 2,739
4/8/2024	Reinforce Warrior stadium fencing with bigger posts plus vertical metal straps	High	Completed	\$ 12,680
4/8/2024	Field house banners 27 Championship Signs + Logo	High	In Progress	\$ 22,533
4/8/2024	Drywall cracking	Intermediate	Completed	\$ 2,888
4/8/2024	Playground crushed granite walkways upgrade	Intermediate	Completed	\$ 43,200
4/8/2024	Rack-it drying & storage for art class	Prairie	Completed	\$ 2,739
4/8/2024	TurfTime 84 inch AR-24 series leveling roller	District	Completed	\$ 8,445
	<b>APPROVED AT 4/8/2024 BOARD MEETING</b>			<b>\$ (2,085,626)</b>
5/13/2024	Prairie and Arboretum LED lighting	Arboretum/Prairie	Completed	\$ 1,372,500
5/13/2024	2-way radio system expansion	New Heritage	In Progress	\$ 16,058
5/13/2024	Music area door opening 1803 reconfiguration for piano moves	High	In Progress	\$ 7,796
5/13/2024	Press box gutters and downspouts (JV SoGball, Soccer, Varsity Baseball)	High	Completed	\$ 1,650
5/13/2024	Replace fieldhouse HVAC duct sock	High	Completed	\$ 50,000
5/13/2024	Security upgrades parts and installation of mag lock on pair of doors from office to school	High	Completed	\$ 5,455
5/13/2024	Security upgrades installation of electric strikes at back office door and back mailroom door	High	Completed	\$ 3,591
5/13/2024	Warrior fence light-block material replace/repair/reinforcement	High	Completed	\$ 775
5/13/2024	Fabricate/install gate latch at Warrior Pitch Stadium	High	Completed	\$ 875
5/13/2024	Program for robo-paint logos for additional fields	High	Completed	\$ 2,000
5/13/2024	Gopher tumble pro 1 3/8 inch polyethylene- foam mats (6)	Arboretum	Completed	\$ 3,094
5/13/2024	Cracked corian heated seating along windows (4 places)	Arboretum	In Progress	\$ 44,175
5/13/2024	ADA Swing Seat for an 8' Toprail	Arboretum	Completed	\$ 1,780
5/13/2024	5 window treatments in exercise area	Intermediate	Completed	\$ 2,125
5/13/2024	Gopher tumble pro 1 3/8 inch polyethylene- foam mats (6)	Prairie	Completed	\$ 4,672
5/13/2024	4044R Compact Utility Tractor (33 PTO hp)	District	Completed	\$ 47,000
5/13/2024	2800 AM HillTip IceStriker w/ brine maker 1500 gal. brine storage tank (FF)	District	In Progress	\$ 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	Completed	\$ 7,964
5/13/2024	Additional funds for remainder school year emergency roofing repairs (\$45,000 original)	District	Completed	\$ 7,320
5/13/2024	Removal of the existing scoreboard from the old Heritage Gymnasium/District to store	Heritage	Completed	\$ 1,284
	<b>APPROVED AT 5/13/2024 BOARD MEETING</b>			<b>\$ 1,650,861</b>
6/10/2024	UnderFence Mow Strip	Grounds	In Progress	\$ 22,884
6/10/2024	Replace 2013 (MT1) - Ford F350 snow plow truck with dump body	Maintenance	Completed	\$ 83,120
6/10/2024	Additional cost to installation of generator	Building	In Progress	\$ 85,950
6/10/2024	Add (4) Gentex fire alarm horn strobes (shop and copy center)	Building	Completed	\$ 7,600
6/10/2024	Toro cart to replace the old Jacobsen cart	Grounds	Completed	\$ 17,757
6/10/2024	Energy Audit Services	Site Development	\$ 2,660	
6/10/2024	Repair dishwasher	Equipment	Completed	\$ 5,764
6/10/2024	JV SoGball/Varsity Soccer press box subfloor repair and Warrior Stadium door repair	Athletics	Completed	\$ 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	Completed	\$ 1,750
6/10/2024	Rear main office doors access control (security with more card readers)	Security	Completed	\$ 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	Completed	\$ 2,000
6/10/2024	Storm damage including water damage, fence, flag pole, signs, pool roof	Building	Completed	\$ 72,100
6/10/2024	Replace pool roof (potential property insurance claim)	Building	In Progress	\$ 25,000
6/10/2024	Divide bookroom into 2 spaces (quote coming 06/05/2024)	Special Education	Completed	\$ 74,913
	<b>APPROVED AT 6/10/2024 BOARD MEETING</b>			<b>\$ 436,838</b>
7/8/2024	Steel pipe handrail at 3 press boxes (code)	High	In Progress	\$ 6,500

7/8/2024	Painting media room, press room, ref room walls and ceiling	High	Completed	\$	2,314
7/8/2024	Repair storm damage at Warrior Stadium press box	High	Completed	\$	10,830
7/8/2024	Storm damage at fieldhouse	Middle	In Progress	\$	25,000
7/8/2024	Storm damage in 2nd grade neighborhood	Arboretum	Completed	\$	25,000
7/8/2024	Hot water pump #6 VFD replace	High School		\$	8,275
	<b>APPROVED AT 7/8/2024 BOARD MEETING</b>			<b>\$</b>	<b>77,919</b>
9/3/2024	Chemical disposal for Chemistry Dept. (Jason Rotzenberg)	HS, MS	Completed	\$	4,060
9/3/2024	Trident carpet extractor	Arboretum	Completed	\$	9,917
9/3/2024	Supply and install 45 minute fire rated doors into existing frame	Arboretum		\$	6,962
9/3/2024	Dehumidifiers (one to replace a broken HS unit, 1 for Bethel copy)	District	Completed	\$	17,538
9/3/2024	Furnish and install mural corner guards and trim	Intermediate	In Progress	\$	3,922
9/3/2024	Engineering for water infiltrating ground electrical/data boxes	District		\$	8,500
9/3/2024	Engineering to evaluate storm water and recent flood damage	Arboretum	In Progress	\$	35,000
9/3/2024	Split System #4	District		\$	14,000
9/3/2024	Wall Sealing	Prairie	Completed	\$	17,680
9/3/2024	Pressbox railings	District	In Progress	\$	2,466
	<b>APPROVED AT 8/12/2024 BOARD MEETING</b>			<b>\$</b>	<b>120,045</b>
	<b>Total Approved to Date</b>			<b>\$</b>	<b>12,909,065</b>

# Minutes of Policy Committee Meeting

## The Board of Education Waunakee Community School District

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A Policy Committee Meeting of the Board of Education of Waunakee Community School District was held Tuesday, August 20, 2024, beginning at 7:30 AM in the Waunakee Community School District, 905 Bethel Circle, Waunakee, WI 53597.

### **I. CALL TO ORDER**

Chairperson Frey called meeting at 7:30am.

### **II. ROLL CALL**

Present: Dotzler, Engebretson, Frey

Also Present: Kelsey-Brown, Summers, Dye, Loken, Johnson, Grabarski

### **III. APPROVE AGENDA**

A motion was made by Engebretson, second by Dotzler, to approve the agenda as posted.

Motion carried 3-0.

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

### **V. POLICIES FOR DISCUSSION, REVIEW, AND CONSIDERATION**

Summers asked the committee to table Policy 751 and 751 Rules so that he and Dye could accurately update the policy to reflect recommendations from WASB and make sure all of our current policy details are reflected in the new version. The committee agreed table 751. Dye presented and answered questions regarding the remaining 700 policies listed.

A motion was made by Dotzler, second by Engebretson to table 751 and 751 rules at this time. Motion carried 3-0. A motion was made by Dotzler, second by Engebretson, to approve all the policies as presented with one addition to review the language on 751.2 points 5 & 6 for clarity. Motion carried 3-0.

#### A. 743 R2 - Hazardous Materials Accident/Emergency Plan

743 R3 Hazardous Materials Procurement and Use

#### B. 751 Student Transportation Services

Steve Summers and Allie Dye will review and bring details to the meeting. For your review our current policy and the PRG recommendation is attached.

#### C. 751 R1 Student Transportation Services

751 R2 Bus Discipline Procedures

Please note: 751 E was updated and approved in July.

#### D. 751.1 School Bus Scheduling and Routing.

#### E. 751.2 Bus Transportation Contractors

751.21 School Bus Drivers

751.22 Employee Drivers License/Record

#### F. 751.3 School Bus Safety Program

- G. 751.4 Parent Transportation Contracts
- H. 751.6 Transportation in Unusually Hazardous Areas
- I. 751.5 Alternative Transportation
  - 751.5 R, 751.5 E1-4
- J. 752 E 1 Transportation Agreement (Parents)
  - 752 E2 Transportation Agreement (Private School)
  - 752 E 3 Transportation Insurance Acknowledgment
  - 752 E 4 Transportation Area of Unusual Hazard
  - 752 E 5 Student Transportation Agreement

**VI. POLICY RESOURCE GUIDE (PRG) UPDATES**

**A. 341.1 Reading & Literacy Development**

Johnson presented and answered questions regarding this policy as it relates to new legislation. A motion was made by Engebretson, second by Dotzler, to table this policy to review both drafts recommended by WASB.

**VII. TITLE IX / HARASSMENT / DISCRIMINATION POLICIES**

Loken and Grabarski presented and answered questions regarding these policies. A motion was made by Engebretson, second by Dotzler to approve these policies as presented. Motion carried 3-0.

- A. 411 Equal Educational Opportunities and 411 Exhibit
- B. 411 R 1 Student Discrimination/Harassment Complaint Procedure
- C. 411.1 Student Harassment and 411.1 Exhibit
- D. 443.71 Anti Bullying
- E. 511 Equal Opportunity Employment and Nondiscrimination
- F. 511 R Employment Discrimination and Harassment Complaint Procedures
- G. 512 Harassment Based on Legally Protected Status
- H. 522.3 Workplace Violence, Threats, Intimidation, and Harassment

**VIII. TITLE IX POLICIES APPROVED IN JULY 2024**

Grabarski presented and answered questions regarding the July 2024 board approved policies 413/513 and 413/513 Rule so that the policy committee could review the language more in-depth. No action required due to prior Board approval.

**IX. FUTURE MEETINGS – NA**

**X. ADJOURN**

A motion was made by Dotzler, second by Engebretson, to adjourn this meeting at 8:22AM. Motion carried 3-0.

Proposed Code #	Proposed Title	Current policy code	WASB recommendation	WASB Comment (if any)	Administration/Committee Recommendation:
	Hazardous Materials Accident/Emergency Plan	743 R2	Delete current rule	The content of this rule relating to personal accident or injury is covered by policy 722. The "spill accident" portion of this policy should be covered by your district's state mandated school safety plan. Note that while you are required to have a school safety plan, you are not required to have a policy relating to the school safety plan. If you would like a school safety plan policy, review PRG 723 sample policy 1. If you want help customizing that let me know.	Repeal
	Hazardous Materials Procurement and Use	743 R3	Review and delete or incorporate into school safety plan	The content of this rule should be covered by your school safety plan. The rule has not been updated in years and is likely outdated. See the comment for WCSD 743 R2 regarding PRG sample policies on school safety plans.	Repeal

751	Student Transportation Services	751	Replace with PRG 751 sample policy 2	Note that there is considerable overlap in content of the WASB sample policy with content in several of your current transportation policies - you may chose to consolidate some of your current policies into this sample.	Tabled for Business services Closer review
751 R1	Student Transportation Services	751 R1	Keep current rule	The rule is acceptable as written. Note that some of the content overlaps the WASB sample policy.	Tabled for Business services Closer review
751 R2	Bus Discipline Procedures	751 R2	Keep current rule, edit as noted in comments	The policy is generally acceptable as written. It should be edited to make clear that any suspension from bus riding privileges of up to 5 days is a suspension subject to the same rules and processes as a suspension from school. Any longer suspension of bus riding privileges is an expulsion subject to the same rules and process as an expulsion from school.	Tabled for Business services Closer review
751 E	Fee Schedule for Transportation to and from Babysittters	751 E	Keep current exhibit	The exhibit is acceptable as written.	Keep July version

751.1	School Bus Scheduling and Routing	751.1	Either incorporate content into policy 751 or edit as noted in the comments.	The footnotes I wrote to policy 751 note that there is no clear assignment of responsibility for establishing school bus routes. That should be done in policy 751, this policy or both. The content of this policy can be incorporated into policy 751 or you might choose to maintain a separate policy.	Change Supervisor to Contractor
751.2	Bus Transportation Contractors	751.2	Keep current policy	Note that this policy reads more like a rule and might be converted to Rule 3 under policy 751.	agree. Review language on #5&6 for clarity
751.21	School Bus Drivers	751.21	Keep current policy	Note that the legal requirements for school bus drivers is covered in WASB 751 sample policy 2. Your current policies include rules for bus drivers to follow and you can keep this policy to maintain those rules.	Agree
751.22	Employee Driver's License/Record	751.22	Keep current policy	The PRG does not include samples covering this content. The current policy is acceptable as written.	agree

751.3	School Bus Safety Program	751.3	Keep current policy	Note that the third paragraph duplicates content in other policies. The fourth paragraph requiring daily bus inspections is a rule that might be included with the other bus driver rules in 751.21.	agree
751.4	Parant Transportation Contracts	751.4	Keep current policy	The PRG does not include samples covering this content. The current policy is acceptable as written.	agree
751.6	Transportation in Unusually Hazardous Areas	751.6	Keep current policy	You have adopted the PRG sample and your adoption date is after the last revision date, so it appears to be up to date.	agree
751.5	Alternative Transportation	752	Renumber and adopt PRG 751.5 sample policy 1, sample rule 1 and sample exhibits 1 to 4	The sample rule includes guidelines referenced in the sample policy. Exhibits 1 to 3 are checklists for driver and vehicle qualifications for employees driving both district and private vehicles and volunteers driving private vehicles. Exhibit 4 is a fitness to drive medical opinion form.	OK Last exhibi bottom Business office

752 E1	Transportation Agreement (Parents)	752 E1	Keep current exhibit, review with district legal counsel	<p>The PRG does not include sample transportation contracts. I read the contract and do not have concerns. Review of contracts is beyond the scope of this project. This contract should be reviewed by district legal counsel</p>	agree
752 E2	Transportation Agreement (Private School)	752 E2	Review with district legal counsel	<p>The PRG does not include sample transportation contracts. There are several provisions in the contract that should be reviewed by district legal counsel. Section 6.4 says that parents provide certificates of insurance to the district which presumably are private school insurance policies. More important, there is no signature line for the private school, yet the private school is clearly a party to the contract.</p> <p>Review of contracts is beyond the scope of this project. This contract should be reviewed by district legal counsel.</p>	reviewed agree

752 E3	Transportation - Insurance Acknowledgement	752 E3	Keep current exhibit	The PRG does not include samples covering this content. The current exhibit is acceptable as written.	agree
752 E4	Transportation - Area of Unusual Hazard	752 E4	Keep current exhibit, review with district legal counsel	The PRG does not include sample transportation contracts. I read the contract and do not have concerns. Review of contracts is beyond the scope of this project. This contract should be reviewed by district legal counsel	reviewed agree
752 E5	Student Transportation Agreement	752 E5	Keep current exhibit, review with district legal counsel	The PRG does not include sample transportation contracts. I read the contract and do not have concerns. Review of contracts is beyond the scope of this project. This contract should be reviewed by district legal counsel	Reviewed agree

Policies of the Board of Education

Series 700: Support Services

**HAZARDOUS MATERIALS ACCIDENT/EMERGENCY PLAN**

743-Rule (2)

These procedures are to be followed in the event that there is an accident or spill involving hazardous material:

A. Personal Accident or Injury

In the event of an accident or injury from the use of or contact with hazardous materials, the following steps should be taken:

1. Prompt and proper medical attention should be administered (~~MSDS~~'s Material Safety Data Sheets (MSDS) located in each school's office have a Section VI entitled Health Hazard Data" which list emergency and first aid procedures).
2. If an ambulance is required, CALL 911 ~~266-4920~~.
3. The principal and District's safety coordinator should be notified immediately.
4. If a student is injured, the parent(s) or guardian or emergency contact person shall be notified as soon as possible.
5. An employee or student accident report should be completed and forwarded to the District's safety coordinator. Please state the hazardous material involved, procedure followed after the accident, etc.
6. The District's insurance company will be notified by the District's safety coordinator.

B. Spill Accident

In the event of a hazardous spill where no injury has resulted, these steps should be followed:

1. All persons in the area should be evacuated. (The size of the area to be evacuated depends on the type and amount of the hazardous material spilled).
2. The principal and District's safety coordinator should be notified immediately.

3. The material shall be cleaned up in accordance with the procedures described in Section VII (special precautions) of the MSDS located in the school's office.
3. If a non-approved hazardous material is spilled into the sewerage system, the District's safety coordinator shall notify the Director of Public Works and the Village of Waunakee.

Adopted: 4/11/88  
March 1994

Revised: June 2002

Waunakee Community School District

Policies of the Board of Education

Section 700: Support Services

**HAZARDOUS MATERIAL PROCUREMENT AND USE**

743-Rule (3)

The Waunakee Community School District is firmly committed to providing each of its employees a safe and healthy work environment.

The District's safety coordinator will have the overall responsibility for hazardous procurement and use with assistance from the maintenance personnel and a high school chemistry teacher.

All, or any part of these written Hazardous Material Procurement and Use procedures are available to employees and their designated representatives. Procedures are available from the District Office for review and copying.

Purchase of Products Containing Hazardous Materials

Any requested product containing a hazardous material (except for custodial/maintenance) **MUST** be reviewed and approved by the district's safety coordinator with the help of one of the high school chemistry teachers. The district safety coordinator is responsible for the review and approval of custodial/maintenance products that contain hazardous materials.

The district will attempt to carry **NO** more than a two year's supply of any product containing a hazardous material.

A. Hazardous Determination

1. The initial hazard determination is coordinated by the safety coordinator, with assistance from maintenance personnel and a high school chemistry teacher.
2. Any substance listed in 29 CFT 1910, Subpart 2, Toxic and Hazardous Substances; The American Conference of Governmental Industrial Hygienist's (ACGIH), Threshold Limit Values for Chemical Substances and Physical Agents in the Work Environment, the National Toxicology Program's (NPT), the Annual Report on Carcinogens; or the International Agency for Research on Concern's (IARC), monographs will be considered a health or physical hazard, and therefore, hazardous. Furthermore, any substance otherwise known to be hazardous, will be included in the District's Hazardous Material Procurement and Use.
3. The identity of the substance appearing on the "Hazardous Material Inventory" will be the same name that appears on the manufacturer's label and Material Safety Data Sheet (MSDS) for that substance.

B. Labeling

1. No hazardous material(s) will be accepted for use in the District unless labeled with at least the following information:

Identity of the hazardous chemical(s)  
Appropriate hazard warnings  
Name and address of the manufacturer, distributor, or other responsible party

The safety coordinator, maintenance personnel and the science department are responsible for assuring compliance with the labeling requirement.

2. All containers of hazardous materials must be labeled with at least the following information:

Appropriate hazard warnings

3. No label is to be defaced or removed when a material is received or in use.

C. Material Safety Data Sheets

1. A MSDS containing the information required by the Hazardous Communication Standards and the Employee Right to Know Law will be kept for each substance listed on the "Hazardous Materials Inventory". The MSDS will be the most current one supplied by the chemical manufacturer or distributor. All employees have the right to view these. The safety coordinator is responsible for obtaining and maintaining the file of MSDS's.
2. The MSDS's are filed at the District Office. They are readily accessible to employees at each school during regular working hours.

D. Employee Information and Training

1. All employees working with or potentially exposed to hazardous materials, will be appropriately informed and trained concerning the potential hazards of the materials to which they may be exposed.
2. All employees will be informed of the details of the Hazardous Material Procurement and Use procedure including an explanation of the labeling system and the MSDS, and how employees can use the appropriate hazard information. The safety coordinator is responsible for the overall coordination of the training program.

3. Employees training on the use of hazardous chemicals will be set up through inservices designed by the District's Safety Committee.
4. The extent of the information transmitted to employees during training sessions will be dictated by the degree of hazard presented by the chemicals, the applicable MSDS's, the text of the OSHA Hazard Communication Standard, the Employee's Right to Know Law, the inventory list of hazardous materials, and Board policy and procedures will be used as sources of information during the inservice training.

Cross Ref.: 523.3-Rule, Guidelines for Providing Information/Training to Employees  
(Employees Right to Know Law)

Adopted: 4/11/88

Revised: March 1994  
June 2002

Waukegan Community School District

Policies of the Board of Education

Series 700: Support Services

**STUDENT TRANSPORTATION SERVICES**

751-Rule (1)

1. Drivers may, after consulting with the bus transportation supervisor, refuse to enter roads which may endanger the safety of the riders or cause the District unusual expenses.
2. Buses will not deviate from assigned routes unless permission is granted by the ~~business manager~~ **Executive Director of Operations**.
3. Students must be let off at assigned locations and no one shall be allowed to ride a bus other than the assigned passengers without the permission of the building principal.  
Procedure for obtaining permission:
  - a. A note signed by a parent or guardian must be provided to the building principal no less than 24 hours before the student may ride on the bus.
  - b. The building principal will approve or deny the request.
  - c. The building principal will notify the driver if the request is approved.
  - d. No bus will be allowed to transport more students than what the law allows to be transported by that bus.
  - e. Regularly assigned students take precedence.
4. Students are to be assigned pick-up locations at the time designated by the bus driver, and no driver is to wait more than one minute for students not at assigned locations unless they receive permission from the **Executive Director of Operations** ~~business manager~~. This may be done by way of the two-way radios. For safety reasons, only two (2) pick-up/drop-off locations (including home) per student will be permitted and that schedule must be consistent week to week. Varying schedules will not be allowed, (i.e. one week Mon., Wed., Friday drop-off/pick-up and following week Mon., Tues., Thurs., etc.) except in emergencies as approved by the **Executive Director of Operations** ~~business manager~~.

For safety reasons, pick-up or drop-off locations other than home must be requested in writing by parents/guardians via a district form. This request must be submitted to the bus contractor before the routes are finalized for the school year or summer session. The routes are finalized no later than five business days prior to the start of the school year or summer session. Bus routes and pick-up/drop-off locations will not change during the first week of the school year or summer sessions.

Requests received after the bus routes are finalized will be reviewed for consideration after the first week of the school year or summer session is finished.

5. Maximum Riding Time - Regular Route

The maximum riding time for any one student shall not exceed two (2) hours each day. There could be an occasion where the riding time of some students may exceed this time depending on the weather. Any other exceptions need to be approved by the Board.

6. Non-Resident Transportation

A. The district shall not provide transportation of nonresident students who are accepted under the open enrollment program with the exception of CWD students as outlined in their IEP. and for students who qualify for and follow the procedures and approvals outlined in paragraph 6B of this policy. Transportation shall be provided by the parent to and from the assigned school. Parents may contract with the district for transportation services from a scheduled district bus stop.

B. A non-resident open enrolled student may request in writing a transportation contract to pay for services to the district administrator or designee and may be granted approval, if:

- The residence is located on an existing Waunakee Community School District bus route.
- Approval is granted by the resident school board for the non-resident district to provide transportation to and/or from the designated residence. (Per Wisconsin State Statute 121.54(10))
- If the residence is located in a location that is approved as a safe pick-up and drop-off location, as determined by the non-resident district bus company.

7. Extra-Curricular Trips

- a. Students are to ride to and from a field trip location or a co-curricular event in school district provided vehicles with the exception that they may be transported by their own parent/guardians with a written request provided to the principal. The principal may make alternative arrangements, with parent approval, for unique or unusual circumstances. High school students may drive to activity sites within the Village of Waunakee with the permission of the principal. Students and their parents/guardians will be required to enter into an Agreement with the District in order to transport themselves.

- b. Only parents/guardians/volunteers serving as chaperones may ride on school provided vehicles in addition to staff members and the students involved with the trip.
- c. Parent chaperones may not bring other children on school-sponsored trips. Chaperones are expected to assist with supervision of the students on the trip and caring for other children can interfere with that responsibility.
- d. Parent chaperones may drive their own vehicles on school trips if sufficient supervision is provided on school vehicles. However, they may only transport other parent chaperones or their own child involved in the group activity.
- e. Only students, staff, and designated chaperones are part of the official field trip/co-curricular group. Others attending the same event on their own initiative are not part of the official group.

The District's **Executive Director of Operations** ~~Business Manager~~ may make exceptions to the above guidelines after consultation with the bus contractor and the district's insurance carrier. A possible exception would be to transport students from another district along with Waunakee students to a regional or national conference. Others might include allowing a child of a driver, a sibling of a student, or parents of team members to ride school buses in unique or unusual circumstances.

Chaperones of all extra curricular trips are responsible to help the driver with discipline of students on the bus and be concerned with the general safety of students.

#### 8. Shuttle Service

The district shall provide a shuttle service between elementary schools. Only students who are approved for shuttle service and appearing on the shuttle roster shall ride the shuttle bus. This service shall be provided for the following students; students with disabilities, intra-district transfer students, and students whose approved child care provider is in another attendance area or other students as approved by the **Executive Director of Operations** ~~business manager~~.

- a. Shuttle service is not to be used as a "taxi" service for transporting non-shuttle students to after school meetings or to a friend's house.
- b. Should a student not be eligible for transportation in his/her attendance area the approved shuttle service will transport that student to the "home" attendance area school and the student shall walk to his/her home.
- c. Should a student be eligible for transportation in his/her attendance area the student will be transferred from his/her shuttle bus to his/her regular bus for transportation home.

9. Child Care Transportation Fees

If a student is not eligible for transportation in his/her transportation area a fee shall be charged, as approved by the Board, for transporting that student to or from his/her child care provider on regular bus routes. However, no fee would be charged for the shuttle service should its use be necessary.

Adopted: 2/13/84  
5/14/84  
4/14/86

Revised: 9/9/85  
March 1994  
September 1994  
12/11/95  
6/8/98  
June 2002  
May 2006  
May 2007  
February 2010  
April , 2020

Waunakee Community School District

## Policies of the Board of Education

### Series 700: Support Services

#### **BUS DISCIPLINE PROCEDURES**

751-Rule (2)

Students riding buses are subject to state laws dealing with bus transportation. Board of Education policies, rules and procedures established by the bus transportation supervisor, and reasonable rules and procedures as determined by the drivers.

Students who do not cooperate or conduct themselves in a manner conducive to the safety of themselves or others shall be disciplined by their building principal and/or bus driver according to the following guidelines:

#### MAJOR VIOLATION CONSEQUENCES

1ST VIOLATION - The incident will be documented by the driver with copies sent to the parents/guardians, principal and Lamers Bus Lines within 24 hours. In cases involving severe incidents, the driver and school officials reserve the right to start discipline procedures at steps 3 or 4 (see below). A permanent suspension from the bus may be invoked. Law enforcement officials may issue lawful penalties. The school may impose additional consequences.

#### MINOR VIOLATION CONSEQUENCES

1ST VIOLATION – A verbal warning will be given to the student. The bus company / bus driver will promptly notify parents/guardians of the incident by phone within 24 hours. The incident will be documented by the driver with copies sent to the parents, principal and Lamers Bus Lines within 24 hours. The school principal will give a verbal warning to the student and may impose additional consequences.

2ND VIOLATION - The incident will be documented by the driver with copies sent to the parents/guardians, principal and Lamers Bus Lines within 24 hours. A 1-3 day suspension from the bus will be imposed. Parents will be responsible for transporting the student. The principal will speak with the student and may impose additional consequences. The principal must speak with the parent(s)/guardian(s) before the student will be allowed to ride the bus again.

3RD VIOLATION - The incident will be documented by the driver with copies sent to the parents/guardians, principal and Lamers Bus Service within 24 hours. A minimum five (5) day suspension from the bus will be imposed. Parents will be responsible for transporting the student. The principal will speak with the student and may impose additional consequences. A meeting with the student, parent(s)/guardian(s), bus driver/bus company and principal must take place before the student will be allowed to ride the bus again

4TH VIOLATION - The incident will be documented by the driver with copies sent to the parents/guardians, principal and Lamers Bus Service within 24 hours. The student will be suspended from the bus for the remainder of the year – the decision will be made in conjunction with the school. Parents will be responsible for transporting the student. The principal will speak with the student and may impose additional consequences. A meeting with the student, parent(s)/guardian(s), bus driver/bus company and principal must take place before the student will be allowed to ride the bus again.

SEVERE CLAUSE

The bus driver and the District reserve the right to initiate discipline proceedings at steps 3 or 4, provided parents/guardians are notified.

The bus driver has the right to assign a seat to any or all students if deemed necessary. Students may be required to pay for damages in cases of vandalism.

Students may be suspended from bus rider privileges permanently following a due process for continued refusal to follow rules or for serious actions which endanger the health and safety of the students and/or driver.

Any suspension from bus riding privileges of up to 5 days is a suspension subject to the same rules and processes as suspension from school. Any longer suspension of bus riding privileges is an expulsion subject to the same rules and processes as an expulsion from school.

No student shall be forced off a school bus when enroute unless his/her behavior is dangerous to the safety of himself/herself or other riders.

Legal Ref.: Sections 120.13(1) Wisconsin Statutes  
121.52(2)

Adopted: 1/15/90

Revised: March 1994  
June 2002  
May 2007  
January 2008

Waunakee Community School District

Policies of the Board of Education

Series 700: Support Services

### SCHOOL BUS SCHEDULING AND ROUTING

751.1

The bus transportation ~~supervisor~~ **contractor** shall conduct studies of bus routes to provide the safest, shortest routes which will get all eligible riders to school and back in the most economical way. Routes shall be arranged in such a way as to equalize as nearly as possible, the length of routes and bus loads to provide for the efficient utilization of buses. Arrangements shall strive to provide each rider transportation to school and back in as short a time as possible.

Provided satisfactory turnarounds and roadways exist, the Board may provide additional bus transportation for students to the home if the home is located in satisfactory circle turnarounds. The Board may provide a different pick-up point so that a student will not have to walk over .5 of one mile to a pick-up point, when possible and convenient. In any case, private roads must be provided and maintained according to the specifications of the bus transportation ~~supervisor~~ **contractor**.

Legal Ref.: Section 121.56 Wisconsin Statutes

Cross Ref.: 751-Rule (1), Student Transportation Procedures  
751-Rule (2), Bus Discipline Procedures

Adopted: 1/10/83

Revised: March 1994  
June 2002

Waunakee Community School District

## BUS TRANSPORTATION CONTRACTORS

751.2

The Waunakee Board of Education may contract with private contractors (owners) for student bus transportation. Bus contractors shall be responsible for ensuring that bus drivers follow all rules and regulations adopted by the federal government, Wisconsin Department of Transportation, Wisconsin Department of Public Instruction and the Board of Education when transporting students. They shall also be responsible for ensuring that all vehicles meet all state and federal laws and regulations and are maintained in a safe and efficient operating condition. Bus contractors shall utilize the Executive Director of Operations as their first line of contact with the District regarding transportation matters.

The bus contractor shall:

1. By virtue of the contract with the District, provide the number of buses contracted for in proper condition for student transportation.
2. Attend all meetings conducted by the Executive Director of Operations.
3. Cooperate with the Executive Director of Operations with respect to safety and route recommendations.
4. Provide adequate spare buses **and drivers** to insure normal operation in the event of the breakdown of a regular bus.
5. ~~Provide spare bus drivers to ensure normal operation in the event of the regular bus.~~
6. Be able to transport students during the school day should an emergency be necessary.

Such contracts between the Board and contractors shall be individual contracts and include the following provisions:

1. Drivers shall be licensed and/or certified by the Wisconsin Department of Transportation and be subject to the approval of the Executive Director of Operations.
2. All vehicles shall meet the specifications and regulations prescribed by all applicable governing agencies.
3. Bus contractors shall insure each bus at amounts designated by the contract and consistent with legal requirements. A certificate of insurance currently in force shall be filed with the/ Executive Director of Operations prior to the start of school.

School buses shall be limited to a rated capacity not to exceed 80 passengers, except by special authorization of the Executive Director of Operations where need might justify greater capacity.

Legal Ref.:           Sections    110.075 Wisconsin Statutes  
  121.52  
  121.53  
  121.55

Cross Ref.:           233, Business Manger (Job Description)  
                                  751.21, Bus Drivers  
                                  751.3, Bus Safety Program

Adopted:            1/10/83

Revised:            March 1994  
                          June 2002  
                          May 2007

Waunakee Community School District

**SCHOOL BUS DRIVERS**

751.21

Drivers employed by contractors providing transportation services for the District shall maintain a valid school bus drivers' license and meet all requirements for school bus drivers set forth by the Wisconsin Department of Transportation and the Wisconsin Department of Public Instruction. Drivers shall also be subject to a criminal background check.

The District also expects drivers to observe the following rules when transporting students:

1. Bus drivers are required to abide by such standard of conduct which is in keeping with the community morals, to encourage good citizenship, and to be an example of self-discipline for their students. Further, bus drivers are required at all times not to engage in misdeeds which may lose them the respect and appreciation of the parents/guardians of students and the community.
2. Bus drivers shall accept a proportionate share of the responsibility for discipline, health, and safety of their bus riders. They shall endorse all rules governing the conduct of students as such rules may be prescribed by the principal or superintendent of schools; they shall maintain hygienic conditions and practices on their buses as these may affect the physical or mental health of the students and they shall report promptly to the District any accident or illness affecting students in their charge.
3. Bus drivers are expected to refer questions regarding the interpretation of school policy to the transportation director.
4. Bus drivers shall furnish to no one, other than school personnel, any list of names or addresses of students.

Legal Ref.: Section 121.52 Wisconsin Statutes

Cross Ref.: 443.2-Rule, Bus Discipline Procedures

Adopted: 1/10/83

Revised: March 1994  
June 2002  
May 2007

Waunakee Community School District

Policies of the Board of Education

Series 700: Support Services

**EMPLOYEE DRIVER'S LICENSE/RECORD**

751.22

All employees of the Waunakee Community School District who have a school bus driver's license or CDL must submit a copy of their school bus driver's license to the District office. They must submit a copy before they are eligible to drive District vehicles.

The District will require a copy of the employee's driver record from the Wisconsin Department of Motor Vehicles or any other state motor vehicle department if applicable. This will be done on an annual basis.

Adopted: 2/13/89

Revised: March 1994  
June 2002

Waunakee Community School District

**SCHOOL BUS SAFETY PROGRAM**

751.3

The safety and welfare of student riders shall be the first consideration in all matters pertaining to transportation. Emergency evacuation drills shall be held early in the school year in grades K-8 to thoroughly acquaint student riders with procedures in emergency situations.

The bus transportation supervisor shall provide the rider, parent/guardian, and staff member with the rules and policies of the bus program. These are to be placed in the student/parent handbooks at each building. The bus transportation supervisor shall conduct such other activities as deemed necessary to promote bus transportation safety.

All vehicles used to transport children shall meet the requirements of the Wisconsin Department of Transportation and Wisconsin Department of Public Instruction. All vehicles used to transport children shall be maintained in such condition so as to provide safe and efficient transportation service with a minimum of delays and disruption of such service due to mechanical or equipment failure.

Each school bus shall be inspected by the driver prior to the start of any trip, to ascertain that it is in safe condition, equipped as required by all provisions of law, and that all equipment is in good working order.

Legal Ref.: Sections 110.06 Wisconsin Statutes  
110.075  
121.52

Cross Ref.: 723-Rule, Emergency Plan Procedures

Adopted: 1/10/83

Revised: March 1994  
June 2002  
May 2007  
July 2011

Waunakee Community School District

Policies of the Board of Education

Series 700: Support Services

**PARENT TRANSPORTATION CONTRACTS**

751.4

Under specific circumstances, it may be desirable and/or advantageous to contract with parents or their designees to transport Waunakee students to or from educational programs which are required or provided by the District. Generally, these programs relate to specific individual educational needs identified by the District.

In such cases, the District may enter into a contract with the parents or their designee to provide transportation. The contract will outline the specific provisions of the agreement and specify that the parents agree to the arrangement in lieu of other transportation alternatives.

The payment to the parents or their designee for transporting the student(s) will be negotiated between the parents and the business manager and will be in compliance with legal requirements.

Legal Ref.:      Section 121.55      Wisconsin Statutes

Adopted:        10/9/89

Revised:        March 1994  
                      June 2002

Waunakee Community School District

# TRANSPORTATION IN UNUSUALLY HAZARDOUS AREAS

## Policy 751.6

### Sample Policy 1

### Page 1 of 2

Under the ultimate direction of the District Administrator, the Executive Director of Operations shall have primary administrative responsibility for periodically reviewing and making recommendations for possible amendments to the District plan that (1) identifies areas of unusual hazard (if any) that students must face in walking to and from school; and (2) identifies procedures or other remedies that are intended as safeguards that will sufficiently remove or diminish the applicable hazard(s). District-provided transportation is a possible remedy for addressing an unusual hazard, but it is not the only possible remedy.

The District's plan shall address (1) unusual hazards in the areas surrounding any applicable public or private school, within which area the District does not provide student transportation to the students who are enrolled in that school; (2) any areas of unusual hazard that one or more students is required to traverse on the student's walking route to the student's District-designated bus stop.

In evaluating and identifying possible unusual hazards, the School Board and its designees will use the Department of Public Instruction's definition of "unusual hazard" and consider at least the following criteria:

- The ages of affected students, with the possibility that certain areas may be designated as unusually hazardous for certain age levels
- The availability of sidewalks, pedestrian paths, or similar walking space outside of the road/highway
- The availability and width of any pedestrian-use shoulder area of a road/highway
- Traffic counts/rates, to the extent reasonably available from the state, county, or applicable municipality (including at normal school arrival and dismissal times)
- Speed limits
- The presence or absence of designated pedestrian crosswalks
- The type of traffic control signs or devices (if any) at relevant areas of the road/highway
- The presence or absence of crossing guards
- If applicable, railroad crossings and the types of crossing controls that are in place
- If applicable, temporary hazards such as construction projects or street repairs

The above-listed criteria are not arranged in priority order, and no single factor is necessarily determinative of a designation. Rather, unusual hazards will be designated based on a holistic assessment of relevant facts and circumstances, which may include consideration of additional conditions/criteria not expressly listed in this policy. The District will make reasonable efforts to treat areas with materially the same circumstances in a consistent manner

# TRANSPORTATION IN UNUSUALLY HAZARDOUS AREAS

Policy 751.6

Sample Policy 1

Page 2 of 2

## Legal References:

### Wisconsin Statutes

[Section 121.54](#)

[state mandated transportation, generally; authority of annual meeting to elect to provide additional transportation]

[Section 121.54\(9\)\(a\)](#)

[mandate to have a district plan for areas of unusual hazard; procedures for filing and review of the plan by the county sheriff and DPI]

[Section 121.54\(9\)\(am\)](#)

[complaints by aggrieved persons alleging an area of unusual hazard exists that has not been identified by the district]

[Section 121.54\(9\)\(b\)](#)

[aggrieved persons may request the state superintendent to conduct a hearing on a district plan or plan amendment]

### Wisconsin Administrative Code

[Ch. PI 1](#)

[submission and processing of complaints and appeals to the state superintendent]

[Ch. PI 7](#)

[state regulatory definition of unusually hazardous areas]

## Cross References:

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

## Adoption Date:

April, 2022

# USE OF ALTERNATIVE VEHICLES TO TRANSPORT STUDENTS

Waukeek Community School District

## Policy 751.5

Page 1 of 2

*(This sample policy (1) permits the use of alternative vehicles for student transportation in a manner consistent with state law; (2) requires contracts with any of the district's school bus contractors to expressly address the use of any alternative vehicles prior to their use; and (3) directs the development of administrative procedures to address scenarios involving employees and volunteers. Sample administrative procedures that could be adapted to coordinate with this policy can be found in PRG 751.5 Sample Rule 1.)*

Although transportation by school bus is the District's primary method of providing student transportation services, the District Administrator, or his/her designee, may approve the District's provision of student transportation services via the use of a vehicle other than a school bus, provided that the use of such vehicles is done in a manner that is consistent with state law and applicable Board policies.

Under no circumstances shall the District authorize a District employee or volunteer to provide student transportation using an alternative vehicle that (1) is manufactured to accommodate more than nine passengers, in addition to the driver; (2) does not have a sufficient number of permanently-mounted and forward-facing seats for each passenger; (3) was manufactured more than identify the applicable number of years – e.g., 20 model years ago; or (4) is a homemade, street modified, or replica vehicle.

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- **Alternative Vehicles Owned or Leased by a School Bus Contractor**

The District's contract with any school bus contractor(s) shall account for the possible use of vehicles other than school busses that are owned (or leased) and operated by the school bus contractor. The contract shall specifically address how the contractor and the District will ensure compliance with applicable state law, and with any additional requirements (e.g., upward adjustments to minimum insurance levels) that the District determines are in its best interest. If any District contract with a school bus contractor does not address the possible use of alternative vehicles as required by this paragraph, the contractor shall not use alternative vehicles to provide student transportation services on behalf of the District until a written addendum to the contract is executed.

- **District Employees Authorized to Drive an Alternative Vehicle to Transport Students**

Specific administrative procedures shall be developed which shall be used to authorize a District employee to drive a privately-owned, District-owned, or District-leased motor vehicle to transport students within the scope of the individual's employment. No District employee who has not been authorized to do so under the District's procedures shall use a motor vehicle to transport students in carrying out, or in connection with, any job-related duty.

- **Non-Student, Adult Volunteer Drivers who Use a Personal Vehicle and Receive No Compensation**

Specific administrative procedures shall be developed which shall be used to authorize a non-student volunteer driver who is at least identify the applicable age – 18 or any higher age years old to transport students under the conditions that (1) the driver uses a specifically-identified, privately-owned vehicle; and (2) the driver is not receiving any compensation from the District for his/her volunteer services.

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# USE OF ALTERNATIVE VEHICLES TO TRANSPORT STUDENTS

Policy 751.5

Wauaukee Community School District

Page 2 of 2

This policy is not intended to apply to any situation where (1) a parent or guardian is providing transportation solely to his/her own child(ren) by means selected entirely by the parent or guardian; or (2) students and/or parents or guardians otherwise make their own, voluntary arrangements for transportation (i.e., the transportation in question is not District-provided transportation).

## Legal References:

### Wisconsin Statutes

- [Section 110.075](#) [motor vehicle inspection]
- [Section 121.52](#) [vehicle, operator and driver requirements]
- [Section 121.53](#) [school bus insurance]
- [Section 121.54](#) [transportation by school districts]
- [Section 121.55](#) [methods of providing transportation]
- [Section 121.555](#) [alternative methods of providing transportation]
- [Section 346.89](#) [inattentive driving; includes prohibitions related to the use of electronic devices while driving]
- [Chapter 347](#) [equipment of vehicles]

### Wisconsin Administrative Code

- [Trans 305](#) [standards for vehicle equipment]

## Cross References:

WASB PRG 751.5 Sample Policy 1

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

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**Revised:** ~~March 1994~~  
~~June 2002~~  
~~May 2007~~

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# AUTHORIZATION OF ALTERNATIVE VEHICLES AND DRIVERS TO TRANSPORT STUDENTS

751.5-Rule

Waukegan Community School District

Page 1 of 5

*(This sample rule is intended to coordinate with PRG 751.5 Sample Policy 1. Other than the scenarios identified within the procedures, the sample states that any additional arrangements that might make use of alternative drivers (such as using volunteers who receive compensation) are "disfavored.")*

These procedures address the authorization and use of a District employee or any non-student volunteer, who is at least [identify age, consistent with policy - 18 or any higher age] years old, as the driver of any alternative vehicle that is used to transport students, provided that the vehicle (1) is manufactured to transport a maximum of nine or fewer passengers, in addition to the driver; (2) has a sufficient number of permanently-mounted and forward-facing seats for each passenger; (3) was manufactured within the last [identify number of years, consistent with policy - e.g., 20] model years; (4) is not a homemade, street modified, or replica vehicle; and (5) meets all applicable requirements established under state law or under District policies and rules.

## Time Requirements for Seeking/Verifying Authorization

The process of authorizing an individual to provide student transportation services via an alternative vehicle can take several weeks. In most cases, both the individual driver and the specific vehicle must be qualified and authorized under these procedures. Because of the complexity of the process, and the possibility that follow-up steps may need to be taken after the initial submission of information, staff members are encouraged to begin the process of qualifying a driver and/or vehicle as soon as possible once the need to do so has been identified. The following are general guidelines under which the District should normally be able to complete the processing of an application for the authorization of an alternative vehicle and/or driver:

1. **Employees who are expected to maintain continuous authorization.** [identify relevant staff, e.g., "Each building principal or his/her designee"] shall identify and notify each District employee under the administrator's supervision who is expected to remain continuously eligible to transport students using an authorized alternative vehicle.
  - a. Annually between [identify time period - e.g., July 1 and September 15], the [identify appropriate staff] [Each building principal or his/her designee] shall ensure that all requirements have been met for the driver and his/her designated vehicle(s) to remain authorized throughout the entirety of the upcoming school year.
  - b. The [identify appropriate staff] [the Business Office] shall notify the employee of any required items that (1) have already expired; or (2) are due to expire prior to [identify date - e.g., September 15] of the subsequent school year.
  - c. Between [identify time period - e.g., August 1 and September 1] of each school year, and always before driving any students during that school year, the employee shall provide the building principal with (1) verification of his/her current motor vehicle insurance policy, and (2) a copy of written documentation of a satisfactory vehicle inspection that was completed between [identify time period - e.g., July 1 and September 15].

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# AUTHORIZATION OF ALTERNATIVE VEHICLES AND DRIVERS TO TRANSPORT STUDENTS

751.5-Rule

Waukegan Community School District

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- d. At the beginning of each school year and prior to transporting any student that school year, each employee who is required to maintain continuous eligibility to transport students using an alternative vehicle shall confirm with the building principal that all requirements have been satisfied and that they have been authorized to serve as such a driver for that school year.
- e. Each employee who is required to maintain continuous authorization as a driver of an alternative vehicle will be notified of the scope of his/her authorization, and he/she shall avoid transporting students in circumstances that are unrelated to that authorized scope.

2. **Temporary authorization for an employee to transport students using an alternative vehicle (single event or current school year only).**

The ~~[identify relevant staff – e.g., Executive Director of Operations or the District Administrator or designee]~~ must give preliminary approval to a transportation plan for which it is proposed that a District employee (who does not maintain continuous authorization as an alternative vehicle driver) will temporarily provide student transportation services for a school-sponsored purpose via an alternative vehicle. Once preliminary approval of the transportation plan is received, the proposed employee-driver and the administrator (or other staff member) assigned to coordinate the transportation plan should start the process of obtaining formal driver and vehicle authorization at least ~~[identify time period – e.g., six weeks]~~ prior to the date that the employee will initially transport any student. If approved, the approval shall be for the specific event(s) for which approval was sought, or for a specific time period not to extend beyond ~~[identify date – e.g., the next July 1]~~.

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3. **Temporary authorization for a volunteer who will be driving a privately-owned motor vehicle and who will not receive compensation for his/her volunteer services.**

The ~~[identify the appropriate staff position – e.g., The Executive Director of Operations or the District Administrator or designee]~~ must give preliminary approval to a transportation plan for any school-sponsored event or activity for which it is proposed that the District will provide student transportation using one or more authorized volunteers who will be driving a privately-owned motor vehicle. Once preliminary approval of the transportation plan is received, the volunteer applicant(s) and the administrator (or other staff member) assigned to coordinate the volunteer transportation should start the process of obtaining final driver and vehicle authorization at least ~~[identify time period – e.g., four weeks]~~ prior to the date that the volunteer will initially transport any student. If approved, the approval shall be for the specific event(s) for which approval was sought, or for a specific time period not to extend beyond ~~[identify date – e.g., the next July 1]~~.

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4. **All other types of arrangements involving the use of employees or volunteers as possible drivers of alternative vehicles for District-provided student transportation are disfavored.**

If a building principal wishes to propose an arrangement involving the use of an employee or volunteer driver, other than those expressly addressed in these procedures, the proposal shall be presented to the District Administrator for preliminary approval, and, if approved, the District Administrator will identify the specific driver and vehicle requirements that must be satisfied in order for the proposed driver and vehicle to receive final authorization.

**AUTHORIZATION OF ALTERNATIVE  
VEHICLES AND DRIVERS TO  
TRANSPORT STUDENTS**

Waunakee Community School District

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# AUTHORIZATION OF ALTERNATIVE VEHICLES AND DRIVERS TO TRANSPORT STUDENTS

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## Main Process Steps to Request Authorization for a District Employee or Volunteer to Provide Student Transportation via an Approved Alternative Vehicle

Employee Driver	Volunteer Driver (personal vehicle; no compensation)
<p>1. Request preliminary approval of a transportation plan that involves any temporary authorization of any employee driver(s) (submit request to <u>identify relevant staff – e.g., the Executive Director of Operations or the District Administrator or designee</u>)</p>	<p>1. Request preliminary approval of a transportation plan that involves the use of any volunteer driver(s) (submit request to <u>identify relevant staff – e.g., the Executive Director of Operations or the District Administrator or designee</u>)</p>
<p>2. If preliminary approval is received, complete <u>all</u> components of the appropriate Alternative Driver Authorization Checklist (<b>Employee Driver—Personal Vehicle</b>; or <b>Employee Driver—District Vehicle</b>)</p>	<p>2. If preliminary approval is received, complete <u>all</u> components of the applicable Alternative Driver Authorization Checklist (<b>Volunteer Driver-Personal Vehicle and No Compensation</b>)</p>
<p>3. District makes formal decision to reject or approve the application for authorization as an alternative vehicle driver; District ensures a contract with the employee has been properly executed.</p> <p><i>Any proposed driver shall not transport students unless he/she has received direct confirmation from the <u>identify relevant staff – e.g., the Executive Director of Operations or the District Administrator, the Building Principal, or the Director of Pupil Services</u> that he/she has been fully authorized.</i></p>	<p>3. District makes formal decision to reject or approve the application for authorization as an alternative vehicle driver.</p> <p><i>Any proposed driver shall not transport students unless he/she has received direct confirmation from the <u>identify relevant staff – e.g., the Executive Director of Operations or the District Administrator, the Building Principal, or the Director of Pupil Services</u> that he/she has been fully authorized.</i></p>
<p>4. Parents or guardians of students involved in the transportation are to be informed of the transportation plan that involves alternative vehicles. (The District shall provide a student's parent or guardian with the name of the individual who will be driving their child upon request.)</p>	<p>4. Parents or guardians of students involved in the transportation are to be informed of the transportation plan that involves alternative vehicles. (The District shall provide a student's parent or guardian with the name of the individual who will be driving their child upon request.)</p>

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### Cross References:

**AUTHORIZATION OF ALTERNATIVE  
VEHICLES AND DRIVERS TO  
TRANSPORT STUDENTS**

Waunakee Community School District

WASB PRG 751.5 Sample Rule 1

**Adoption Date:**

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<b>Driver Requirements</b>		<b>To be initialed and/or boxes "checked" by the driver applicant</b>	<b>To be initialed/ "checked" by a District employee after the item is completed.</b>
Operator's License	The proposed driver possesses a valid operator's license issued by Wisconsin, another state, or any valid alternative jurisdiction as identified in statute 340.01(41m) or statute 121.555(2)(c)1.	_____	
	<b>Documentation:</b> Photocopy of current license		<input type="checkbox"/> _____
Age	The proposed driver is at least _____ years old. <u>Identify a minimum age requirement by inserting "18" or any higher age.</u>	_____	
	<b>Documentation:</b> Photocopy of current license		<input type="checkbox"/> _____
Physical Capabilities	The proposed driver has sufficient use of both hands and the foot that is normally employed to operate the brake and accelerator OR a waiver of these requirements has been substantiated by an examination conducted by the Department of Transportation.	Check one: <input type="checkbox"/> no waiver needed <input type="checkbox"/> with waiver	
	<b>Documentation:</b> Verification of DOT examination/waiver (applicable only if the applicant is relying on a waiver)		<input type="checkbox"/> _____ <input type="checkbox"/> n/a
Medical Certification and Mandatory Medical Opinion	By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that he/she has <u>no knowledge or concern that he/she is afflicted with, or suffering from, any mental or physical disability, condition, or disease that would prevent the individual from exercising reasonable control over a motor vehicle.</u> If the driver later determines that he/she may have such a disability, condition, or disease, he/she agrees to immediately inform the District so that the District can determine whether he/she may continue to provide transportation for students.	_____	

	<p><b>Documentation:</b> A medical opinion is on file that is consistent with the underlined portion of the statement in the box above; issued within the past three years.</p>		<input type="checkbox"/> _____ Date of opinion: _____
DPI-approved Background Form for Alternative Vehicle Drivers	The proposed driver has completed and returned a signed copy of the DPI-approved background form for alternative vehicle drivers	_____	
	<p><b>Documentation:</b> Completed original of the DPI-approved Background Form. After initial approval, the driver must complete and resubmit the DPI-approved form at least once every four years in order for the employee to be continued to be authorized as an alternative vehicle driver.</p> <p>OR</p> <p>The individual currently holds a valid school bus driver's endorsement issued by the Wis. Dept. of Trans.</p>		<input type="checkbox"/> _____ <i>Date form completed:</i> ____/____/____  OR <input type="checkbox"/> _____
Criminal Background Check Conducted by the School District	<p><b>Documentation:</b></p> <p>Prior to being initially approved to provide student transportation and at least every four years thereafter, the District has obtained a copy of the individual's criminal history report from the Crime Information Bureau of the Wisconsin Department of Justice, and all results are acceptable;</p> <p>OR</p> <p>The individual currently holds a valid school bus driver's endorsement issued by the Wis. Dept. of Transportation.</p>		<input type="checkbox"/> _____ <i>Date of report:</i> ____/____/____  <input type="checkbox"/> _____
Driving History and Copy of Driver's Record from the Department of Transportation (Editor's Note: It is optional for the District to require the driver to respond to this question.)	<p>By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that he/she has never had his/her operator's license suspended or revoked by any jurisdiction, and that he/she has never been convicted of operating a motor vehicle while under the influence of alcohol or drugs.</p> <p><i>(NOTE: If the proposed driver is unable to affirm the truth of the statement in the above paragraph, then the driver's background must be explored in greater detail and the individual's eligibility must be determined by the District Administrator.)</i></p>	_____	

<p><b>(Editor's Note: Obtaining the driver's DOT operating record is mandatory unless the driver currently holds a valid school bus endorsement.)</b></p>	<p><b>Documentation:</b>          Prior to being initially approved to provide student transportation and at least every four years thereafter, the District has obtained a copy of the individual's operating record from the Department of Transportation, and all results are acceptable;</p> <p>OR</p> <p>The individual currently holds a valid school bus driver's endorsement issued by the Wis. Dept. of Trans.</p>		<p><input type="checkbox"/> _____  <i>Date of report:</i>          ___/___/___</p> <p><input type="checkbox"/> _____</p>
<p>Immediate Reporting of Specific Incidents Occurring while Performing Employment-Related Duties.</p> <p><b>(Editor's Note: It is optional for the District to require items 2 and 3)</b></p>	<p>By initialing the box to the immediate right, the proposed driver agrees that during any time period that he/she is authorized by the District to provide student transportation services, the individual must report to the school district, in writing and as soon as practicable after the occurrence of the incident (i.e., immediately), any of the following:</p> <p>(1) any motor vehicle accident in which the individual was involved as the operator of a motor vehicle that occurs when the individual <u>is</u> performing any job-related duty;</p> <p>(2) the receipt of any traffic citation for any incident or violation that occurs while the individual is performing any job-related duty; and</p> <p>(3) any injury to a student, employee, or any other person that occurs while the individual is performing a job-related duty and the injury has a direct or indirect connection to a school district program or district operations.</p>	<p>_____</p>	

<p>Reporting of Any Accident/Citation/Injury and Any Suspension or Loss of Operating Privileges; or Loss of Eligibility for School Bus Endorsement</p> <p><b>(Editor's Note: It is optional for the District to require item 4)</b></p>	<p>By initialing the box to the immediate right, the proposed driver agrees that during any time period that he/she is authorized by the District to provide student transportation services, the individual must report to the school district, in writing and within 10 days of the occurrence of the incident:</p> <p>(1) any motor vehicle accident in which the individual was involved as the operator of a motor vehicle that occurs when the individual is <u>not</u> acting within the scope of his/her employment;</p> <p>(2) any conviction or operating privilege revocation that makes the person ineligible to transport students under sec. 121.555(1) of the state statutes (see the list attached to the DPI Driver Background Form);</p> <p>(3) any suspension or revocation of the individual's operating privileges or any cancellation of a school bus endorsement by any jurisdiction; and</p> <p>(4) any current accumulation of more than six (6) driver's license points (violations will be evaluated).</p>		
<p><b>Written Contract Requirement</b></p>	<p>To be initialed and/or boxes "checked" by the driver applicant</p>	<p>To be initialed/ "checked" by a District employee after the item is completed.</p>	

Contract Requirement	<p><b>Documentation:</b></p> <p>State law requires the owner or lessee of any privately owned vehicle used to transport students <u>for compensation</u> to be under written contract with the school board.</p> <p>A written contract or contract addendum approved by the District for this purpose has been executed between the District and the employee-applicant.</p> <p>OR</p> <p>The written contract will be executed only if the District first determines that all other eligibility requirements have been met and administrative authorization to serve as a vehicle driver will be granted (see the bottom of page 1 of this checklist/authorization form).</p>		<input type="checkbox"/> _____ <i>Date of contract:</i> ___/___/___ OR <input type="checkbox"/> _____
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<b>Vehicle Requirements</b>		<b>To be initialed and/or boxes "checked" by the driver applicant</b>	<b>To be initialed/ "checked" by a District employee after the item is completed.</b>
Vehicle Size/Type Limitations <i>(Editor's Note: It is optional for the District to require items 3 and 4)</i>	By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that the vehicle that will be used to transport students is the vehicle identified on this form (above), and that the vehicle (1) is manufactured to transport a maximum of nine or fewer passengers, in addition to the driver; (2) has a sufficient number of permanently-mounted and forward-facing seats for each passenger; (3) was manufactured within the last <u>identify applicable time period — e.g., 20 model years</u> ; and (4) is not a homemade, street modified, or replica vehicle.	_____	
Safety Requirements <i>(Editor's Note: It is optional for the District to require this)</i>	By initialing the box to the immediate right, the proposed driver agrees that all passengers present in a vehicle being used to transport students will use a seat belt, and that the driver will ensure he/she observes all age/weight/height requirements that apply to use of vehicle restraints, car seats, booster seats, and passenger location (i.e., all front seat passengers must be eligible to ride in that location).	_____	
Vehicle Inspection	The vehicle was inspected within the last 12 months by a certified mechanic, and successfully passed the inspection.  <i>NOTE: The inspection should be completed by a certified mechanic and check for compliance with section 110.075 and ch. 347 of the statutes, as well as Ch. Trans 305 of the Wisconsin Administrative Code. The District will pay a reasonable fee for the inspection, if the amount of the fee is approved by the District in advance of the inspection.</i>	_____	

	<p><b>Documentation:</b> A copy of a record from the mechanic that confirms that the vehicle passed the inspection and that identifies the date of the inspection.</p> <p><i>NOTE: If the inspection report called for the making of any repairs, there must be documentation that the repairs were completed.</i></p>		<input type="checkbox"/> _____ <i>Date of inspection:</i> _____/_____/_____ 
<h2>Vehicle Insurance Requirements</h2>		<b>To be initialed and/or boxes "checked" by the applicant</b>	<b>To be initialed/ "checked" by a District employee after the item is completed.</b>
<p>Minimum insurance coverage to be maintained on the vehicle</p> <p><b>(Editor's Note: The insurance requirements listed here exceed the applicable state law minimum requirements.)</b></p>	<ul style="list-style-type: none"> <li>• \$100,000 property damage coverage;</li> <li>• \$100,000 bodily injury liability coverage per person;</li> <li>• Subject to the individual limitation, \$300,000 total bodily liability coverage per accident; and</li> <li>• Uninsured and underinsured motorist coverage of \$100,000 per person, and \$300,000 per accident.</li> </ul>	_____	
	<p><b>Documentation:</b> A copy of the declarations page of the insurance policy and a record indicating the expiration/renewal date of the current policy.</p> <p><i>NOTE: If the driver's personal vehicle insurance policy is below the amounts specified above, but in excess of the state law minimum requirements, the District Administrator may, after consulting directly with the school district's liability insurer, consider the applicability of any secondary liability coverage that may be available and applied to the vehicle in question.</i></p>		<input type="checkbox"/> _____ <i>Date Insurance Policy Expires:</i> _____/_____/_____ 
<p>Driver will maintain insurance coverage; Driver's personal car insurance is primary coverage</p>	<p>By initialing the box to the immediate right, the proposed driver affirmatively agrees that he/she will maintain the above-represented insurance amounts in effect at all times while authorized to transport students as a school district employee. <b>In addition, the proposed driver understands that, in the event of any accident or claim, his/her personal vehicle insurance policy will be considered primary insurance.</b></p>	_____	

# Alternative Driver/Vehicle Authorization Checklist

(Employee driver using a vehicle owned or leased by the District for student transportation)

## 1. Name and Job Title of Employee-Applicant; Acknowledgement and Employee Signature:

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Job Title

- By checking this box and affixing my signature on the line below, I indicate that I understand and agree that it is my responsibility to provide truthful and complete information to the School District in respect to any material facts on this form, and in connection with any other forms, statements, or records that may be submitted in order for the District to authorize me to provide student transportation. I understand and agree that the School District will be using and relying on the information that I provide to determine whether I will be authorized to perform this job function.

\_\_\_\_\_  
Signature of Driver-Applicant

\_\_\_\_\_  
Date

## The remainder of this page (below) is to be completed by the School District:

1. The above-identified individual and the District are seeking to authorize the individual, as part of his/her employment, to provide student transportation using a vehicle owned or leased by the District, as follows:

- On a non-continuous basis (e.g. for a specific event or only for a defined period of time), and \_\_\_\_\_ (name of Administrator) gave preliminary approval for the applicable transportation plan on \_\_\_\_\_ (mm/dd/yyyy).
- On a continuous basis as part of his/her regular job duties.

## 2. District Vehicle(s) to which this Authorization Applies (If Approved):

\_\_\_\_\_  
Make  
Capacity

\_\_\_\_\_  
Model

\_\_\_\_\_  
Model Year:

\_\_\_\_\_  
License Plate #

\_\_\_\_\_  
Maximum Seating

2. Identify the **name and job title** of the District employee who is responsible for reviewing the "checklist" items that begin on the next page on behalf of the District. The employee is responsible for reviewing and evaluating the completeness and acceptability of (1) the employee-applicant's response to each item; and (2) each piece of supporting documentation. (This employee must be someone other than the employee-applicant.)

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Job Title

## FORMAL ADMINISTRATOR APPROVAL AND AUTHORIZATION:

- The District has reviewed this application, found it to be complete and acceptable, and authorizes the above-named employee-applicant to provide student transportation using the vehicle(s) identified above for the event(s), time period, or assigned duties as further described in the space below:
- \_\_\_\_\_
- This authorization initially expires on \_\_\_\_\_ but may be renewed or extended in writing upon receipt of updated documentation. [Note: insert the earliest date on which any necessary documentation expires.]
- A written contract or contract addendum approved by the District for this purpose has been executed on \_\_\_\_\_ between the District and the employee-applicant.

<b>Driver Requirements</b>		<b>To be initialed and/or boxes "checked" by the driver applicant</b>	<b>To be initialed/ "checked" by a District employee after the item is completed.</b>
Operator's License	The proposed driver possesses a valid operator's license issued by Wisconsin, another state, or any valid alternative jurisdiction as identified in statute 340.01(41m) or statute 121.555(2)(c)1.	_____	
	<b>Documentation:</b> Photocopy of current license		<input type="checkbox"/> _____
Age	The proposed driver is at least _____ years old. <b>Identify a minimum age requirement by inserting "18" or any higher age.</b>	_____	
	<b>Documentation:</b> Photocopy of current license		<input type="checkbox"/> _____
Physical Capabilities	The proposed driver has sufficient use of both hands and the foot that is normally employed to operate the brake and accelerator OR a waiver of these requirements has been substantiated by an examination conducted by the Department of Transportation.	_____	
	<b>Documentation:</b> Verification of DOT examination/waiver (applicable only if the applicant is relying on a waiver)	Check one: <input type="checkbox"/> no waiver needed <input type="checkbox"/> with waiver	<input type="checkbox"/> _____ <input type="checkbox"/> n/a
Medical Certification and Mandatory Medical Opinion	By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that he/she has <u>no knowledge or concern that he/she is afflicted with, or suffering from, any mental or physical disability, condition, or disease that would prevent the individual from exercising reasonable control over a motor vehicle.</u> If the driver later determines that he/she may have such a disability, condition, or disease, he/she agrees to immediately inform the District so that the District can determine whether he/she may continue to provide transportation for students.	_____	

	<p><b>Documentation:</b> A medical opinion is on file that is consistent with the underlined portion of the statement in the box above; issued within past three years.</p>		<input type="checkbox"/> _____ Date of opinion: _____
DPI-approved Background Form for Alternative Vehicle Drivers	The proposed driver has completed and returned a signed copy of the DPI-approved background form for alternative vehicle drivers	_____	
	<p><b>Documentation:</b> Completed original of the DPI-approved Background Form. After initial approval, the driver must complete and resubmit the DPI-approved form at least once every four years in order for the employee to be continued to be authorized as an alternative vehicle driver.</p> <p>OR</p> <p>The individual currently holds a valid school bus driver's endorsement issued by the Wis. Dept. of Trans.</p>		<input type="checkbox"/> _____ Date form completed: ____/____/____ <p>OR</p> <input type="checkbox"/> _____
Criminal Background Check Conducted by the School District	<p><b>Documentation:</b></p> <p>Prior to being initially approved to provide student transportation and at least every four years thereafter, the District has obtained a copy of the individual's criminal history report from the Crime Information Bureau of the Wisconsin Department of Justice, and all results are acceptable;</p> <p>OR</p> <p>The individual currently holds a valid school bus driver's endorsement issued by the Wis. Dept. of Transportation.</p>		<input type="checkbox"/> _____ Date of report: ____/____/____  <input type="checkbox"/> _____
Driving History and Copy of Driver's Record from the Department of Transportation (Editor's Note: It is optional for the district to require the driver to respond to this question)	<p>By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that he/she has never had his/her operator's license suspended or revoked by any jurisdiction, and that he/she has never been convicted of operating a motor vehicle while under the influence of alcohol or drugs.</p> <p>(NOTE: If the proposed driver is unable to affirm the truth of the statement in the above paragraph, then the driver's background must be explored in greater detail and the individual's eligibility must be determined by the District Administrator.)</p>	_____	

<p><b>(Editor's Note: Obtaining the driver's DOT operating record is mandatory unless the driver currently holds a valid school bus endorsement.)</b></p>	<p><b>Documentation:</b>          Prior to being initially approved to provide student transportation and at least every four years thereafter, the District has obtained a copy of the individual's operating record from the Department of Transportation, and all results are acceptable;</p> <p>OR</p> <p>The individual currently holds a valid school bus driver's endorsement issued by the Wis. Dept. of Trans.</p>		<p><input type="checkbox"/> _____  <i>Date of report:</i>          ___/___/___</p> <p><input type="checkbox"/> _____</p>
<p>Immediate Reporting of Specific Incidents Occurring while Performing Employment-Related Duties.</p> <p><b>(Editor's Note: It is optional for the District to require items 2 and 3)</b></p>	<p>By initialing the box to the immediate right, the proposed driver agrees that during any time period that he/she is authorized by the District to provide student transportation services, the individual must report to the school district, in writing and as soon as practicable after the occurrence of the incident (i.e., immediately), any of the following:</p> <p>(1) any motor vehicle accident in which the individual was involved as the operator of a motor vehicle that occurs when the individual <u>is</u> performing any job-related duty;</p> <p>(2) the receipt of any traffic citation for any incident or violation that occurs while the individual is performing any job-related duty; and</p> <p>(3) any injury to a student, employee, or any other person that occurs while the individual is performing a job-related duty and the injury has a direct or indirect connection to a school district program or district operations.</p>	<p>_____</p>	

<p>Reporting of Any Accident/Citation/Injury and Any Suspension or Loss of Operating Privileges; or Loss of Eligibility for School Bus Endorsement</p> <p><b>(Editor's Note: It is optional for the District to require item 4)</b></p>	<p>By initialing the box to the immediate right, the proposed driver agrees that during any time period that he/she is authorized by the District to provide student transportation services, the individual must report to the school district, in writing and within 10 days of the occurrence of the incident:</p> <p>(1) any motor vehicle accident in which the individual was involved as the operator of a motor vehicle that occurs when the individual is <u>not</u> acting within the scope of his/her employment;</p> <p>(2) any conviction or operating privilege revocation that makes the person ineligible to transport students under sec. 121.555(1) of the state statutes (see the list attached to the DPI Driver Background Form);</p> <p>(3) any suspension or revocation of the individual's operating privileges or any cancellation of a school bus endorsement by any jurisdiction; and</p> <p>(4) any current accumulation of more than six (6) driver's license points (violations will be evaluated).</p>		
<p><b>Written Contract Requirement</b></p>	<p>To be initialed and/or boxes "checked" by the driver applicant</p>	<p>To be initialed/ "checked" by a District employee after the item is completed.</p>	

Contract Requirement	<p><b>Documentation:</b></p> <p>State law requires the following individuals to be under written contract with the District: (1) all drivers of motor vehicles that are owned by the District and used for student transportation, and (2) the owner or lessee of any privately owned vehicle that is used to transport students for compensation.</p> <p>A written contract or contract addendum approved by the District for this purpose has been executed between the District and the employee-applicant.</p> <p>OR</p> <p>The written contract will be executed only if the District first determines that all other eligibility requirements have been met and administrative authorization to serve as a vehicle driver is granted (see the bottom of page 1 of this checklist/authorization form).</p>		<input type="checkbox"/> _____ Date of contract: ____/____/____ OR <input type="checkbox"/> _____
<b>Vehicle Requirements</b>		<b>To be initialed and/or boxes "checked" by the driver applicant</b>	<b>To be initialed/ "checked" by a District employee after the item is completed.</b>
Safety Requirements (Editor's Note: It is optional for District to require this)	By initialing the box to the immediate right, the proposed driver agrees that all passengers present in a vehicle being used to transport students will use a seat belt, and that the driver will ensure he/she observes all age/weight/height requirements that apply to use of vehicle restraints, car seats, booster seats, and passenger location (i.e., all front seat passengers must be eligible to ride in that location).	_____	_____
Vehicle Size/Type Limitations (Editor's Note: It is optional for District to require items 3 and 4)	The vehicle identified on this form (first page, above), and any additional vehicle identified in connection with this authorization (1) is manufactured to transport a maximum of nine or fewer passengers, in addition to the driver; (2) has a sufficient number of permanently-mounted and forward-facing seats for each passenger; (3) was manufactured within the last <u>identify applicable number of years—20 model years</u> ; and (4) is not a homemade, street modified, or replica vehicle.	_____	_____
Vehicle Inspection	The vehicle was inspected within the last 12 months by a certified mechanic, and successfully passed the inspection.  NOTE: The inspection should be an inspection by a certified mechanic designed to check for compliance with section 110.075 and ch. 347 of the statutes, as well as Ch. Trans 305 of the Wisconsin Administrative Code. The District will pay for the inspection.	_____	_____

	<p><b>Documentation:</b> A copy of a record from the mechanic that confirms that the vehicle passed the inspection and that identifies the date of the inspection.</p> <p><i>NOTE: If the inspection report called for the making of any repairs, there must be documentation that the repairs were completed.</i></p>		<input type="checkbox"/> _____ <i>Date of inspection:</i> ___/___/___
<h2>Vehicle Insurance Requirements</h2>		<b>To be initialed and/or boxes "checked" by the driver applicant</b>	<b>To be initialed/ "checked" by a District employee after the item is completed.</b>
<p>Minimum insurance coverage to be maintained on the vehicle</p> <p><i>(Editor's Note: The insurance requirements listed here exceed the applicable state law minimum requirements.)</i></p>	<ul style="list-style-type: none"> <li>• \$100,000 property damage coverage;</li> <li>• \$100,000 bodily injury liability coverage per person;</li> <li>• Subject to the individual limitation, \$300,000 total bodily liability coverage per accident; and</li> <li>• Uninsured and underinsured motorist coverage of \$100,000 per person, and \$300,000 per accident.</li> </ul>		_____
	<p><b>Documentation:</b> A copy of the declarations page of the insurance policy and a record indicating the expiration/renewal date of the current policy.</p> <p><i>NOTE: Unless the District's liability carrier recommends otherwise, for any vehicle rented by the District, the District may accept and pay for primary or secondary insurance coverage through the rental agency, and the District should confirm that, in total, such agency-provided coverage plus any coverage that is available through the District's liability carrier meet or exceed the above-stated requirements.</i></p>		<input type="checkbox"/> _____ <i>Date Insurance Policy Expires:</i> ___/___/___

# Alternative Driver/Vehicle Authorization Checklist

(Volunteer driver using a privately-owned vehicle for no compensation)

**1. Name of Driver-Applicant:**

---

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

By checking this box and affixing my signature on the line below, I indicate that I understand and agree that it is my responsibility to provide truthful and complete information to the School District in respect to any material facts on this form, and in connection with any other forms, statements, or records that may be submitted in support of my application for authorization to serve as a volunteer driver of students. I understand and agree that the School District will be using and relying on the information that I provide to determine whether I will be authorized to transport students in a volunteer capacity.

---

Signature of Driver-Applicant \_\_\_\_\_ Date \_\_\_\_\_

---

**2. Current Address of the Driver-Applicant:**

---

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ From (date) \_\_\_\_\_ to present.

---

**3. Vehicle Information (for the vehicle in which students will be transported):**

---

Make \_\_\_\_\_ Model \_\_\_\_\_ Model Year: \_\_\_\_\_ License Plate # \_\_\_\_\_ Maximum Seating Capacity \_\_\_\_\_

**The remainder of this page (below) is to be completed by the School District:**

1. The above-identified individual is seeking authorization as a volunteer alternative vehicle driver, without compensation, and \_\_\_\_\_ (name of school Administrator) issued preliminary approval for the applicable transportation plan on \_\_\_\_\_ (mm/dd/yyyy).

---

2. Identify the **name and job title** of the District employee who is responsible for reviewing the “checklist” items that begin on the next page. The employee is responsible for reviewing and evaluating the completeness and acceptability of (1) the applicant’s response to each item; and (2) each piece of supporting documentation.

---

Employee Name \_\_\_\_\_ Job Title \_\_\_\_\_

**FORMAL ADMINISTRATOR APPROVAL AND AUTHORIZATION:**

**The District has reviewed this application, found it to be complete and acceptable, and authorizes the above-named applicant to serve as a volunteer alternative vehicle driver for the following events/dates:**

\_\_\_\_\_

\_\_\_\_\_

Administrator’s Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

Driver Requirements		To be initialed and/or boxes "checked" by the volunteer driver applicant	To be initialed/ "checked" by a District employee after the item is completed.
Operator's License	The proposed driver possesses a valid operator's license issued by Wisconsin, another state, or any valid alternative jurisdiction as identified in statute 340.01(41m) or statute 121.555(2)(c)1.	_____	
	<b>Documentation:</b> Photocopy of current license		<input type="checkbox"/> _____
Age <i>[Optional for district to not allow adult student drivers.]</i>	The proposed driver is at least <i>[identify the applicable age -18 or any higher age]</i> years old, and is not a student enrolled in the District.	_____	
	<b>Documentation:</b> Photocopy of current license		<input type="checkbox"/> _____
Physical Capabilities	The proposed driver has sufficient use of both hands and the foot that is normally employed to operate the brake and accelerator OR a waiver of these requirements has been substantiated by an examination conducted by the Department of Transportation.	<input type="checkbox"/> no waiver needed <input type="checkbox"/> with waiver	
	<b>Documentation:</b> Verification of DOT examination/waiver (applicable only if the applicant is relying on a waiver)		<input type="checkbox"/> _____ <input type="checkbox"/> n/a
Other Medical Issues <i>[Optional for district to require this.]</i>	By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that he/she has no knowledge or concern that he/she is afflicted with, or suffering from, any mental or physical disability, condition, or disease that would prevent the individual from exercising reasonable control over a motor vehicle. If the driver later determines that he/she may have such a disability, condition, or disease, he/she agrees to immediately inform the District that he/she is no longer able to provide transportation for students.	_____	
DPI-approved Background Form for Alternative Vehicle Drivers <i>[This appears to be optional for districts to require this for volunteers, but it is recommended.]</i>	The proposed driver has completed and returned a signed copy of the DPI-approved background form for alternative vehicle drivers (on the form, substitute "School District" where the form says "employer")	_____	
	<b>Documentation:</b> Completed original of the DPI-approved Background Form		_____

<p>Driving History</p> <p>[Optional for district to require this.]</p>	<p>By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that he/she has never had his/her operator's license suspended or revoked by any jurisdiction, and that he/she has never been convicted of operating a motor vehicle while under the influence of alcohol or drugs.</p> <p><i>(NOTE: If the proposed driver is unable to affirm the truth of the statement in the above paragraph, then the driver's background must be explored in greater detail and the individual's eligibility must be determined by the District Administrator.)</i></p>	<p>_____</p>	
<p>Reporting of Any Accident/Citation/Injury</p> <p>[Accident reporting is mandatory. It is optional for districts to require items 2 and 3 in the list.]</p>	<p>By initialing the box to the immediate right, the proposed driver agrees that during any time period that he/she is authorized to serve as a volunteer driver, he/she will immediately report to the School District (1) any accident involving the driver's vehicle; (2) the receipt of any traffic citation; and (3) any injury involving any student or the driver, when any of these events occurs while the volunteer is transporting students.</p>	<p>_____</p>	
<p>Reporting of any suspension or loss of operating privileges; or loss of eligibility for school bus endorsement</p> <p>[Item 3 is clearly optional; items 1 and 2 appear to be optional.]</p>	<p>By initialing the box to the immediate right, the proposed driver agrees that during any time period that he/she is authorized to serve as a volunteer driver, he/she will cease driving students and immediately report to the School District (1) any suspension, cancellation, or revocation (in any jurisdiction) of his/her operating privileges or his/her school bus endorsement (if one is held); and (2) any incident that would disqualify the person from holding a school bus endorsement if one were applied for; and (3) any current accumulation of more than 6 driver's license points.</p>	<p>_____</p>	
<p>Criminal Background Check Conducted by the School District</p> <p>[Not mandatory under statutes, but may be required under local policy.]</p>	<p><b>Documentation:</b></p> <ol style="list-style-type: none"> <li>1. Completed District volunteer criminal background check form.</li> <li>2. Results from criminal background check received; all results are acceptable and the report is not more than four years old.</li> </ol>	<p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p>Date of report: ____/____/____</p>	
<p>Individual's Operating Record Obtained from the Department of Transportation</p> <p>[Optional for district to require this.]</p>	<p><b>Documentation:</b></p> <ol style="list-style-type: none"> <li>1. Copy of individual's DOT operating record; (obtained at time of initial application, and at least every four years thereafter); all results acceptable.</li> </ol>	<p><input type="checkbox"/> _____</p> <p>Date of report: ____/____/____</p>	
<p><b>Vehicle Requirements</b></p>		<p>To be initialed and/or boxes "checked" by the volunteer driver applicant</p>	<p>To be initialed/ "checked" by a District employee after the item is completed.</p>

<p>Vehicle Size/Type Limitations</p> <p><i>[Optional for district to require items 3 and 4 in the list.]</i></p>	<p>By initialing the box to the immediate right, the proposed driver affirmatively states and represents to the School District that the vehicle that will be used to transport students is the vehicle identified on this form (above), and that the vehicle (1) is manufactured to transport a maximum of nine or fewer passengers, in addition to the driver; (2) has a sufficient number of permanently-mounted and forward-facing seats for each passenger; (3) was manufactured within the last twenty model years; and (4) is not a homemade, street modified, or replica vehicle.</p>	<p>_____</p>	
<p>Safety Requirements</p> <p><i>[Optional for district to require the driver to specifically agree to these statements.]</i></p>	<p>By initialing the box to the immediate right, the proposed driver agrees that all passengers present in a vehicle being used to transport students will use a seat belt, and that the driver will ensure he/she observes all age/weight/height requirements that apply to use of vehicle restraints, car seats, booster seats, and passenger location (e.g., all front seat passengers must be eligible to ride in that location).</p>	<p>_____</p>	
<p>Vehicle Inspection</p> <p><i>[Optional for district to require this; might especially consider requiring for longer trips.]</i></p>	<p>The vehicle was inspected within the last 12 months by a certified mechanic, and successfully passed the inspection.</p> <p><i>NOTE: The inspection should be an inspection designed to check for compliance with section 110.075 and ch. 347 of the statutes, as well as Ch. Trans 305 of the Wisconsin Administrative Code. The District will pay a reasonable fee for the inspection, if the amount of the fee is approved by the District in advance of the inspection.</i></p>	<p>_____</p>	
	<p><b>Documentation:</b> A copy of a record from the mechanic that confirms that the vehicle passed the inspection and that identifies the date of the inspection.</p> <p><i>NOTE: If the inspection report called for the making of any repairs, there must be documentation that the repairs were completed.</i></p>		<p><input type="checkbox"/> _____</p> <p>Date of inspection: ____/____/____</p>
<p><b>Vehicle Insurance Requirements</b></p>		<p>To be initialed and/or boxes "checked" by the volunteer driver applicant</p>	<p>To be initialed/ "checked" by a District employee after the item is completed.</p>
<p>Minimum insurance coverage to be maintained on the vehicle</p> <p><i>[The insurance requirements stated in this sample exceed state law minimums.]</i></p>	<ul style="list-style-type: none"> <li>• \$100,000 property damage coverage;</li> <li>• \$100,000 bodily injury liability coverage per person;</li> <li>• Subject to the individual limitation, \$300,000 total bodily liability coverage per accident; and</li> <li>• Uninsured and underinsured motorist coverage of \$100,000 per person, and \$300,000 per accident.</li> </ul>	<p>_____</p>	

	<p><b>Documentation:</b> A copy of the declarations page of the insurance policy and a record indicating the expiration/renewal date of the current policy.</p> <p><i>NOTE: If the driver's personal vehicle insurance policy is below the amounts specified above, but in excess of the state law minimum requirements, the District Administrator may, after consulting directly with the school district's liability insurer, consider the applicability of any secondary liability coverage that may be available and applied to the vehicle in question.</i></p>		<input type="checkbox"/> _____ Date Insurance Policy Expires: ____/____/____
Driver will maintain insurance coverage; Driver's personal car insurance is primary coverage (Optional for district to require this.)	By initialing the box to the immediate right, the proposed driver agrees that he/she will maintain the above-represented insurance amounts in effect at all times while transporting students as a volunteer driver. In addition, the proposed driver understands that, in the event of any accident or claim, his/her personal vehicle insurance policy will be considered primary insurance.	_____	

# MEDICAL OPINION VERIFICATION OF FITNESS TO DRIVE VEHICLE TO TRANSPORT STUDENTS

751.5-Exhibit

Waunakee Community School District

Page 1 of 1

## MEDICAL OPINION VERIFICATION OF FITNESS TO DRIVE VEHICLE TO TRANSPORT STUDENTS

NAME \_\_\_\_\_ BIRTHDATE \_\_\_\_\_

DISTRICT EMPLOYEE

NON-DISTRICT EMPLOYEE

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

*I certify that I am authorized within my scope of professional practice to conduct a general physical examination of a patient and that I have conducted a general physical examination of the individual identified above on this form within the past three months of the date of this certification. Based on the results of that general physical examination, the individual's own representations about his/her current health, and any other relevant information of which I have knowledge, it is my opinion that the individual identified above on this form:*

- (1) has sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator for purposes of operating a motor vehicle; and*
- (2) is not afflicted with or suffering from any known vision impairment or any known mental or other physical disability or disease such as to prevent the individual from operating and exercising reasonable control over a motor vehicle.*

HEALTH CARE PRACTITIONER \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Please print name)

BUSINESS ADDRESS \_\_\_\_\_

*NOTE: This verification must be renewed **every three (3) years** and filed with the **Business** Office of the Waunakee Community School District. The form shall be maintained in a confidential medical file. For employees, it will be kept separate from the employee's general personnel file.*

**Adoption Date:**

**TRANSPORTATION AGREEMENT Waunakee (Parents)**

752 Exhibit (1)

**TRANSPORTATION AGREEMENT**

**THIS TRANSPORTATION AGREEMENT** (hereinafter the “Agreement”) is entered into by and between the Board of Education of the **WAUNAKEE COMMUNITY SCHOOL DISTRICT**, a Wisconsin public school district located at 101 School Drive, Waunakee, Wisconsin (hereinafter the “District”) and \_\_\_\_\_, adult residents of Wisconsin residing at \_\_\_\_\_, \_\_\_\_\_, Wisconsin (hereinafter “Parents”).

W I T N E S S E T H

**WHEREAS**, Section 121.54(2)(b)1., Wis. Stats., requires that the District provide transportation to and from the school a student attends for each student residing in the District who attends any elementary grade, including kindergarten or high school grade at a private school located two (2) miles or more from the student’s residence so long as the private school is a school within whose attendance area the student resides; and

**WHEREAS**, \_\_\_\_\_ are the parents of \_\_\_\_\_ (hereinafter the “Student”), legal residents of the District who attend \_\_\_\_\_, a private school within whose attendance area the Student resides and situated two (2) or more miles from the Student’s residence; and

**WHEREAS**, Section 121.55(1), Wis. Stats., allows the District to provide transportation by any of a number of methods, including by contract with the parent or legal guardian of the student to be transported (Section 121.55(1)(b), Wis. Stats.); and

**WHEREAS**, the District desires to have Parents provide transportation for the Student to and from \_\_\_\_\_ and Parents desire to provide such transportation for the Student to and from \_\_\_\_\_ pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the District and Parents, in consideration of the mutual covenants hereinafter set forth, do hereby agree as follows:

1. Provision of Transportation. In accordance with the provisions of Sections 121.54 and 121.55, Wis. Stats., Parents shall transport or cause to be transported the Student at their own risk, safely, regularly and comfortably to and from \_\_\_\_\_.

In providing said transportation, Parents shall abide by the vehicle, operator and driver requirements of Section 121.52, Wis. Stats., including any and all rules governing the design, construction, inspection and operation of “school buses” (as applicable) as adopted by the Wisconsin Department of Transportation under Section 110.06(2), Wis. Stats.

2. Compensation. Upon execution of this Agreement, the District shall pay to Parents \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) to cover the cost of transporting the Student to and from \_\_\_\_\_ during the term of this Agreement (as hereafter defined).

3. Initial Term and Renewal. The initial term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ (hereinafter the “Commencement Date”) and shall expire on \_\_\_\_\_, \_\_\_\_\_ (hereinafter the “Termination Date”). This Agreement shall expire automatically unless within thirty (30) calendar days prior to the Termination Date, Parents provide the District with written notice of their intent to renew this Agreement upon the same terms and conditions as contained herein.

4. Early Termination. Notwithstanding Paragraph 3, above, if at any time the Student no longer resides in the District or any provision of this Agreement is violated and such violation shall continue for thirty (30) calendar days following receipt of written notice of such violation or, if such violation is of a nature that is not susceptible to cure, this Agreement may be terminated at the option of the non-violating party.

In said event, the compensation paid to Parents by the District in accordance with Paragraph 2, above, shall be prorated based upon the number of school days completed at the time the Agreement is terminated (the “Prorated Amount”). Thereafter, Parents shall refund to the District the difference between the compensation paid to Parents by the District and the Prorated Amount.

5. Independent Contractor. Notwithstanding anything in this Agreement to the contrary, Parents acknowledge that they are and shall be independent contractors. Under no circumstances shall Parents be deemed or construed to be employees, partners or agents of the District. Parents shall have and exercise, subject to the requirements of this Agreement, exclusive power and authority over the methods, means and details required in performing their obligations under this Agreement. Parents shall pay, and the District shall have no obligation, responsibility or liability for, Parents’ costs and expenses incurred in the performance of Parents’ obligations under this Agreement.

6. Indemnification and Insurance.

6.1. Parents agree to protect, indemnify, hold harmless and defend the District and the District’s officers, employees or agents (the “Indemnified Parties”) from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including attorney’s fees, resulting from any act or omission of Parents, arising out of the performance or nonperformance of Parents’ obligations under this Agreement.

6.2. As a condition precedent to this Agreement, Parents agree to abide by the insurance requirements of Section 121.53, Wis. Stats., including procuring and maintaining at all times during the term of this Agreement, minimum insurance with companies licensed to do business in Wisconsin and acceptable to the District with the following coverage:

6.2.1. Bodily injury liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per accident, subject to the total limits as provided for under Section 121.53(1), Wis. Stats.

6.2.2. Property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000).

6.3. As a condition precedent to this Agreement, Parents shall provide to the District, Certificates of Insurance evidencing the insurance coverage specified in Paragraphs 6.2.1. and 6.2.1., above. The Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement and state that such insurance is as required by this Agreement. If any of the insurance expires prior to the time for which such insurance must be maintained, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. At the request of the District, Parents shall, within fifteen (15) calendar days of such request, provide to the District a certified copy of the insurance policies under which the required coverage is being provided.

6.4. All insurance policies required hereunder shall contain an endorsement which provides that the insurance may not be changed, canceled or nonrenewed except upon thirty (30) calendar days advance written notice by the insurance carrier to the District.

6.5. Any change in carriers or coverage shall be subject to written consent of the District, which consent may be withheld in the District's sole discretion.

7. Complete Agreement. All of the terms, covenants and conditions of this Agreement, as set forth herein, shall be construed as a part hereof, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by each party hereto.

8. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each term or provision hereof shall be valid and enforced to the fullest extent permitted by law.

9. Notices. All notices and other communication to be given pursuant to this Agreement shall be deemed to have been duly given if personally delivered or if mailed by United States mail, postage prepaid, to the parties at the following addresses:

TO: WAUNAKEE COMMUNITY SCHOOL DISTRICT  
Attention: \_\_\_\_\_  
101 School Drive

Waunakee, WI 53597-1637

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Binding Effect. All of the covenants, terms and conditions, rights and obligations contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns provided, however, that this Agreement may not be assigned by the parties hereto without the prior written consent of all of the other parties hereto.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto as of the date set forth.

WAUNAKEE COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

PARENTS

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Adopted: May 2007

Waunakee Community School District

**TRANSPORTATION AGREEMENT Waunakee (Private School)**

752 Exhibit (2)

**TRANSPORTATION AGREEMENT**

**THIS TRANSPORTATION AGREEMENT** (hereinafter the “Agreement”) is entered into by and between the Board of Education of the **WAUNAKEE COMMUNITY SCHOOL DISTRICT**, a Wisconsin public school district located at 101 School Drive, Waunakee, Wisconsin (hereinafter the “District”), \_\_\_\_\_, a Wisconsin private school located at \_\_\_\_\_, \_\_\_\_\_, Wisconsin (hereinafter “Private School”) and \_\_\_\_\_, adult residents of Wisconsin residing at \_\_\_\_\_, \_\_\_\_\_, Wisconsin (hereinafter “Parents”).

W I T N E S S E T H

**WHEREAS**, Section 121.54(2)(b)1., Wis. Stats., requires that the District provide transportation to and from the school a student attends for each student residing in the District who attends any elementary grade, including kindergarten or high school grade at a private school located two (2) miles or more from the student’s residence so long as the private school is a school within whose attendance area the student resides; and

**WHEREAS**, \_\_\_\_\_ are the parents of \_\_\_\_\_ (hereinafter the “Student”), legal residents of the District who attend \_\_\_\_\_, a private school within whose attendance area the Student resides and situated two (2) or more miles from the Student’s residence; and

**WHEREAS**, Section 121.55(1), Wis. Stats., allows the District to provide transportation by any of a number of methods, including by contract with the parent or legal guardian of the student to be transported (Section 121.55(1)(b), Wis. Stats.) or by contract with the proper officials of any private school or private school association (Section 121.55(1)(c), Wis. Stats.); and

**WHEREAS**, the District desires to have Private School provide transportation for the Student to and from \_\_\_\_\_ and Private School desire to provide such transportation for the Student to and from \_\_\_\_\_ and Parents desire to have the Student transported to and from \_\_\_\_\_ pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the District, Private School and Parents, in consideration of the mutual covenants hereinafter set forth, do hereby agree as follows:

1. Provision of Transportation. In accordance with the provisions of Sections 121.54 and 121.55, Wis. Stats., Private School shall transport or cause to be transported the Student at its own risk, safely, regularly and comfortably to and from \_\_\_\_\_.

In providing said transportation, Private School shall abide by the vehicle, operator and driver requirements of Section 121.52, Wis. Stats., including any and all rules governing the design, construction, inspection and operation of “school buses” (as applicable) as adopted by the Wisconsin Department of Transportation under Section 110.06(2), Wis. Stats.

2. Compensation. Upon execution of this Agreement, the District shall pay to Private School \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) to cover the cost of transporting the Student to and from \_\_\_\_\_ during the term of this Agreement (as hereafter defined).

3. Initial Term and Renewal. The initial term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ (hereinafter the “Commencement Date”) and shall expire on \_\_\_\_\_, \_\_\_\_\_ (hereinafter the “Termination Date”). This Agreement shall expire automatically unless within thirty (30) calendar days prior to the Termination Date Parents and Private School provide the District with written notice of their intent to renew this Agreement upon the same terms and conditions as contained herein.

4. Early Termination. Notwithstanding Paragraph 3, above, if at any time the Student no longer resides in the District or any provision of this Agreement is violated and such violation shall continue for thirty (30) calendar days following receipt of written notice of such violation or, if such violation is of a nature that is not susceptible to cure, this Agreement may be terminated at the option of the non-violating parties.

In said event, the compensation paid to Private School by the District in accordance with Paragraph 2, above, shall be prorated based upon the number of school days completed at the time the Agreement is terminated (the “Prorated Amount”). Thereafter, Private School shall refund to the District the difference between the compensation paid to Private School by the District and the Prorated Amount.

5. Independent Contractor. Notwithstanding anything in this Agreement to the contrary, Private School acknowledge that it is and shall be an independent contractor. Under no circumstances shall Private School be deemed or construed to be an employee, partner or agent of the District. Private School shall have and exercise, subject to the requirements of this Agreement, exclusive power and authority over the methods, means and details required in performing its obligations under this Agreement. Private School shall pay, and the District shall have no obligation, responsibility or liability for, Private School’s costs and expenses incurred in the performance of Private School’s obligations under this Agreement.

6. Indemnification and Insurance.

6.1. Parents agree to protect, indemnify, hold harmless and defend the District and the District’s officers, employees or agents (the “Indemnified Parties”) from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including

attorney's fees, resulting from any act or omission of Private School, or any of Private School's agents, employees or assigns, arising out of the performance or nonperformance of Private School's obligations under this Agreement.

6.2. Private School agrees to protect, indemnify, hold harmless and defend the District and the District's officers, employees or agents (the "Indemnified Parties") from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including attorney's fees, resulting from any act or omission of Private School, or any of Private School's agents, employees or assigns, arising out of the performance or nonperformance of Private School's obligations under this Agreement.

6.3. As a condition precedent to this Agreement, Private School agrees to abide by the insurance requirements of Section 121.53, Wis. Stats., including procuring and maintaining at all times during the term of this Agreement, minimum insurance with companies licensed to do business in Wisconsin and acceptable to the District with the following coverage:

6.3.1. Bodily injury liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per accident, subject to the total limits as provided for under Section 121.53(1), Wis. Stats.

6.3.2. Property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000).

6.3.3. Workers Compensation Insurance as required by law and Employer Liability Insurance on all of its employees and agents.

6.4. As a condition precedent to this Agreement, Parents shall provide to the District, Certificates of Insurance evidencing the insurance coverage specified in Paragraphs 6.3.1., 6.3.2. and 6.3.3., above. The Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement and state that such insurance is as required by this Agreement. If any of the insurance expires prior to the time for which such insurance must be maintained, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. At the request of the District, Private School shall, within fifteen (15) calendar days of such request, provide to the District a certified copy of the insurance policies under which the required coverage is being provided.

6.5. All insurance policies required hereunder shall contain an endorsement which provides that the insurance may not be changed, canceled or nonrenewed except upon thirty (30) calendar days advance written notice by the insurance carrier to the District.

6.6. Any change in carriers or coverage shall be subject to written consent of the District, which consent may be withheld in the District's sole discretion.

7. Complete Agreement. All of the terms, covenants and conditions of this Agreement, as set forth herein, shall be construed as a part hereof, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties

other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by each party hereto.

8. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each term or provision hereof shall be valid and enforced to the fullest extent permitted by law.

9. Notices. All notices and other communication to be given pursuant to this Agreement shall be deemed to have been duly given if personally delivered or if mailed by United States mail, postage prepaid, to the parties at the following addresses:

TO: WAUNAKEE COMMUNITY SCHOOL DISTRICT  
Attention: \_\_\_\_\_  
101 School Drive  
Waunakee, WI 53597-1637

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Binding Effect. All of the covenants, terms and conditions, rights and obligations contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns provided, however, that this Agreement may not be assigned by the parties hereto without the prior written consent of all of the other parties hereto.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto as of the date set forth.

WAUNAKEE COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

PARENTS

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Adopted: May 2007

Waunakee Community School District

Policies of the Board of Education

Series 700: Support Services

**WAUNAKEE COMMUNITY SCHOOL DISTRICT**  
**TRANSPORTATION – INSURANCE ACKNOWLEDGEMENT**

752 Exhibit (3)

Occasionally, students may be involved in activities that occur at a location off of school premises. In order for students to participate, District employees/volunteers may utilize their own vehicle for the purpose of transporting students. In order for District employees/volunteers to utilize their own vehicle for the purpose of transporting students, said employee/volunteer acknowledges:

EMPLOYEE/VOLUNTEER NAME: \_\_\_\_\_

EMPLOYEE/VOLUNTEER ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

MAKE AND MODEL OF VEHICLE: \_\_\_\_\_

LICENSE PLATE NUMBER: \_\_\_\_\_

ACTIVITY/LOCATION: \_\_\_\_\_  
\_\_\_\_\_

DATES: \_\_\_\_\_

Employee/Volunteer hereby acknowledges that the vehicle to be utilized by employee/volunteer has been inspected within the past year for compliance with the requirements of state law and, furthermore, that said vehicle is in compliance with state law.

Employee/Volunteer hereby agrees to abide by the insurance requirements of Section 121.53, Wis. Stats., including procuring and maintaining at all relevant times, minimum insurance with companies licensed to do business in Wisconsin and acceptable to the District with the following coverage:

1. Bodily injury liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per accident, subject to the total limits as provided for under Section 121.53(1), Wis. Stats.

2. Property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000).

Employee/Volunteer shall provide to the District, Certificates of Insurance evidencing the insurance coverage specified above. The Certificates of Insurance shall name the types of

policies provided and state that the District requires this insurance. If any of the insurance expires prior to the time for which such insurance must be maintained, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. At the request of the District, Employee/Volunteer shall, within fifteen (15) calendar days of such request, provide to the District a certified copy of the insurance policies under which the required coverage is being provided.

All insurance policies required hereunder shall contain an endorsement which provides that the insurance may not be changed, canceled or nonrenewed except upon thirty (30) calendar days advance written notice by the insurance carrier to the District.

Any change in carriers or coverage shall be subject to written consent of the District, which consent may be withheld in the District's sole discretion.

EMPLOYEE/VOLUNTEER

\_\_\_\_\_  
Date: \_\_\_\_\_

DISTRICT APPROVAL

\_\_\_\_\_  
Date: \_\_\_\_\_

Adopted: May 2007

Waunakee Community School District

**WAUNAKEE COMMUNITY SCHOOL DISTRICT  
TRANSPORTATION – AREA OF UNUSUAL HAZARD**

752 Exhibit (4)

**THIS AGREEMENT** is entered into by and between the **WAUNAKEE COMMUNITY SCHOOL DISTRICT**, a Wisconsin public school district located at 101 School Drive, Waunakee, Wisconsin (hereinafter the “District”) and \_\_\_\_\_, adult residents of Wisconsin residing at \_\_\_\_\_, \_\_\_\_\_, Wisconsin (hereinafter “Parents”).

**WITNESSETH**

**WHEREAS**, Section 121.54(9), Wis. Stats., requires that the District provide transportation to and from school in areas of unusual hazard, if such transportation is necessary; and

**WHEREAS**, an area of unusual hazard exists in the area of \_\_\_\_\_ and, therefore, the District is required to provide transportation to and from \_\_\_\_\_ for students; and

**WHEREAS**, \_\_\_\_\_ are the Parents of \_\_\_\_\_ (hereinafter the “Student”) and desire the option to have the District transport the Student to \_\_\_\_\_ as well as the option to have the District transport the Student from \_\_\_\_\_.

**NOW, THEREFORE**, the District and Parents do hereby agree as follows:

1. In accordance with the provisions of Section 121.54(9), Wis. Stats., the District shall transport or cause to be transported the Student to and from \_\_\_\_\_.

2. In accordance with Parents’ desire, the District shall afford the Student the option of being transported to or from \_\_\_\_\_.

3. In the event the Student elects not to be transported by the District to or from \_\_\_\_\_, Parents hereby agree to waive, on behalf of themselves, and the Student, all claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorney’s fees and expenses of any nature whatsoever against the District, its officers,

employees and agents, for any injury, foreseen or unforeseen, that should occur to the Student due to the Student electing not to be transported to or from \_\_\_\_\_.

**DISTRICT**

**PARENTS**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Adopted: May 2007

Waunakee Community School District

Policies of the Board of Education

Series 700: Support Services

**WAUNAKEE COMMUNITY SCHOOL DISTRICT**  
**STUDENT TRANSPORTATION AGREEMENT**  
**(Instruction, Work-Study, Extra-Curricular)**

752 Exhibit (5)

Occasionally, students may be involved in instruction, work-study or extra-curricular activities that occur at a location off of school premises. Under some circumstances the District does not provide transportation in conjunction with such. In those circumstances, participation is voluntary and the transportation to and from the instruction, work-study or extra-curricular activities is voluntary. In order for students to participate, students and their parents are required to complete the following:

STUDENT'S NAME: \_\_\_\_\_

STUDENT'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HOME PHONE NUMBER: \_\_\_\_\_

EMERGENCY PHONE NUMBER: \_\_\_\_\_

PARENT(S)/LEGAL GUARDIAN: \_\_\_\_\_

ACTIVITY/LOCATION: \_\_\_\_\_  
\_\_\_\_\_

**PARENT(S)/LEGAL GUARDIAN:** We as the undersigned parent(s)/legal guardian(s) of \_\_\_\_\_ (hereinafter the "Student"), hereby agree that we will transport the Student to, from or both \_\_\_\_\_. We further agree that we will transport only the Student and no other students to, from or both \_\_\_\_\_.

In the event that we as parent(s)/legal guardian(s) of the Student elect to allow the Student to transport himself/herself to, from or both \_\_\_\_\_, we agree to enforce the following policy:

The Student is prohibited from transporting passengers, deviating from a direct route to, from or both \_\_\_\_\_ as well as making stops for any reason. Furthermore, the Student is prohibited from engaging in certain conduct including, but not limited to, speeding, tailgating or consuming alcohol or other illegal substances.

We, as parent(s)/legal guardian(s), further understand that participation in the activity cited to hereinabove is strictly voluntary and that we may elect, at any time to have the Student participate or not. Should we elect to have the Student participate and, therefore, accept responsibility for transportation of the Student to, from or both \_\_\_\_\_, we irrevocably and unconditionally waive on behalf of ourselves, our child, our heirs or legal guardian, all claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorney's fees and expenses of any nature whatsoever against the District, its officers, employees, volunteers and agents, for any loss or damage to property and/or bodily injury, including death, however caused, including negligence, resulting from or arising out of or in any way connected with the Student's transportation to, from or both \_\_\_\_\_.

We certify that we are competent and able, and do freely agree to the above stipulations. In addition, we understand our right to review this document with a representative of our choice prior to signing.

Date: \_\_\_\_\_  
Parent/Legal Guardian

Date: \_\_\_\_\_  
Parent/Legal Guardian

**STUDENT:** I, as the undersigned student hereby agree that I will transport myself to, from or both \_\_\_\_\_. I further agree that I will transport only myself and no other student(s) to, from or both \_\_\_\_\_.

In the event that I transport myself to, from or both \_\_\_\_\_, I agree to abide by the following policy:

I am prohibited from transporting passengers, deviating from a direct route to, from or both \_\_\_\_\_ as well as making stops for any reason. Furthermore, I am prohibited from engaging in certain conduct including, but not limited to, speeding, tailgating or consuming alcohol or other illegal substances.

I further understand and agree that participation in the activity cited to hereinabove is strictly voluntary and, therefore, the District has the right to deny participation in said activity. I understand and appreciate the risks involved in transporting myself to, from or both \_\_\_\_\_. I agree to personally assume these risks and take all appropriate care and direction, including compliance with the requirements set forth hereinabove for transporting myself to, from or both \_\_\_\_\_, so as to avoid any loss or damage to property and/or bodily injury.

Date: \_\_\_\_\_  
Student

Adopted: May 2007

Waunakee Community School District

Proposed Code #	Proposed Title	Current policy code	WASB recommendation	WASB Comment (if any)	Administration & Committee Recommendation:
411 and 411 Exhibit	Equal Educational Opportunities	411	Replace with PRG 411 sample policy 3	Note that your current policy includes text covering rules governing treatment of transgender students that I did not include in the policy. You might choose to include this text in a separate rule under policy 411.	agree
411R1	Student Discrimination/Harassment Complaint Procedure	411R1	Replace with PRG 411 sample rule 3		agree with edits
411.1 and 411.1 Exhibit	Student Harassment	412	Recode policy and replace with PRG 411.1 sample policy 2	This policy covers a student harassment beyond sexual harassment and sexual harassment not covered by district policy 413/513.	agree .
443.71	Anti-Bullying	443.9	Recode and replace with PRG 443.71 sample policy 1		agree
511	Equal Opportunity Employment and NonDiscrimination	511	Use PRG Version Sample policy 2 with Edits		agree with edits
511 R	Employment Discrimination and Harrassment Complaint Procedures	511 R	Use PRG Version Sample Rule 1 with Edits		agree with Edits
512	Harrassment Based on a Legally protected status	412/512	Use PRG Version Sample Policy 1 with Edits		agree with edits
522.3	Workplace Violence, Threats, Intimidation, and Harrassment		Referenced in the above policies.		Use with Edits

# STUDENT NONDISCRIMINATION AND EQUAL EDUCATIONAL OPPORTUNITIES

Waukegan Community School District

## Policy 411

Page 1 of 5

***(This sample student nondiscrimination policy is appropriate only for a district that has adopted either PRG-113 Sample Policy 1 or PRG-113 Sample Policy 2 (or a locally-numbered equivalent) because this sample incorporates certain provisions from policy 113 by reference (rather than repeating the provisions in their entirety). IMPORTANT: A district using this sample would also need to adopt a student discrimination complaint procedure. PRG-411 Sample Rule 3 is a complaint procedure that was drafted to coordinate with this sample policy. In addition, a district adopting this policy should strongly consider adopting PRG-411.1 Sample Policy 2 (or 411.1 Sample Policy 1) as a supporting policy that further defines and addresses unlawful harassment based on any legally-protected status as one form of prohibited discrimination.)***

The right of students to be admitted to school and to participate fully in curricular, co-curricular, recreational, student services, or other programs or activities shall not be unlawfully abridged or impaired because of a student's sex (including conformity to sex or gender-based stereotypes), sexual orientation, race, color, national origin, ancestry, religion, creed, age, pregnancy, marital or parental status, any physical, mental, emotional or learning disability, or any other legally-protected status or classification. Accordingly, the School Board prohibits all forms of unlawful discrimination against students, regardless of the legally-protected status or classification that serves as the basis for any prohibited discriminatory conduct, policy, or practice. When based upon a legally-protected status or classification, examples of unlawful and discriminatory acts can include:

1. The denial of admission to any public school;
2. The denial of participation in, equal access to, or the benefits of any curricular, extracurricular, student services, recreational, or other program/activity, including the District's career and technical education opportunities;
3. The discriminatory and inequitable provision of resources among comparable curricular or extracurricular programs; or
4. Any action, policy, or practice, including segregation, bias, stereotyping, or student harassment, which is detrimental to a person or group of persons and differentiates or distinguishes among persons, or which limits or denies a person or group of persons opportunities, privileges, roles or rewards based, in whole or in part, on a legally-protected classification or characteristic.

As further required by the Board's policies and/or applicable law:

- The District shall provide all appropriate and legally-required accommodations, educational services, and/or programs for students who have been identified as having a qualifying disability, regardless of the nature or severity of the disability and regardless of whether the student qualifies for the District's special education program. Facilities modifications necessary to provide for appropriate access and participation for persons with disabilities shall be made to the extent required by law.
- Among other accommodations for a student's religious beliefs that may be required under state or federal law, the District shall provide for the reasonable accommodation of a student's sincerely held religious beliefs with regard to examinations and other academic requirements. If any such need is not adequately resolved by the application of regular

# STUDENT NONDISCRIMINATION AND EQUAL EDUCATIONAL OPPORTUNITIES

Wauwaukee Community School District

## Policy 411

Page 2 of 5

classroom procedures, a student or the student's parent/guardian may submit a written (including via email) request for such an accommodation to the principal of the student's school. Access to and disclosure of such requests is limited as provided under the District's student records policies. The school principal or his/her designee shall approve or deny each such request. Potential accommodations may include, but are not necessarily limited to, being excused from participation in an activity, alternative assignments, release time from school to participate in religious activities, and opportunities to make up work missed due to religious observances. Any accommodation granted under this paragraph shall be provided to the student without prejudicial effect.

**Editor's Note: Some districts choose to address the accommodation of students' religious beliefs in a separate policy, while often still directing that any complaints regarding an alleged failure to accommodate are to be filed and processed under the district's general student discrimination complaint procedures. See PI 41.04(1)(g) of the Wisconsin Administrative Code.**

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- Children of homeless individuals and unaccompanied youth (youth not in the custody of a parent or guardian) as identified under federal law shall have equal access to the same free, appropriate public education, including comparable services, as those provided to other children and youth who reside in the District. Homeless children and youth shall not be required to attend a separate school or program for homeless children and shall not be stigmatized by school personnel.

This policy shall not be interpreted to prohibit the District from (1) providing special programs or services based on student need, such as gifted and talented programming, special education, school-age parents, bilingual-bicultural programs or services, at risk or alternative programs, and other special programs or services; or (2) placing a student in a school, program, class, or activity based on objective standards of individual need or performance.

Complaints alleging a violation of any aspect of this policy may be filed and shall be processed in accordance with the District's student discrimination complaint procedures, as adopted in connection with ~~Board Policy 113413/513~~ and this policy. **Editor's Note: Every time that "Board Policy 113" appears as a cross reference within this sample, a district should modify the cross reference, if necessary, to correspond to the locally-numbered equivalent of PRG 113 Sample Policy 1 or PRG 113 Sample Policy 2, as actually adopted in the district.** The ~~insert the appropriate position title or other appropriate descriptor~~ **Special Education Director** is authorized to receive any student discrimination complaint, including any complaint arising under Chapter PI 9 (student nondiscrimination under state law) or Chapter PI 41 (accommodation of students' religious beliefs) of the Wisconsin Administrative Code.

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**Editor's Note: Ensure that the staff position title inserted in the previous sentence is accurate and consistent with the nondiscrimination coordinator designations made in any other policies, including especially the local equivalent to the PRG 113 policy samples.**

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

**Policy Provisions Incorporated by Reference.** The following provisions of ~~Board Policy 113413/513~~, which addresses the District's commitment to nondiscrimination across all aspects of the District's programs, activities, and operations, are applicable to this student-focused

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# STUDENT NONDISCRIMINATION AND EQUAL EDUCATIONAL OPPORTUNITIES

Waunakee Community School District

## Policy 411

Page 3 of 5

policy and are incorporated by reference:

- The designation of nondiscrimination coordinators, including the District's Title IX Coordinator(s). ~~Board Policy 13413/5131~~ provides the direct contact information for the District's nondiscrimination coordinators.
- Procedures under which 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.
- Notice that the prohibitions against sex discrimination established by Title IX of the federal Education Amendments of 1972 ("Title IX") and by the regulations set forth in Chapter 106 of Title 34 of the Code of Federal Regulations ("the federal Title IX regulations") apply to the District. Title IX protects students, employees, and others from various forms of prohibited sex discrimination.
- The prohibition that no official, employee, or agent of the District or any other person (including a student) 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 any District nondiscrimination policy.
- The limitations on the extent to which the District can provide or assure confidentiality, but also the commitment to observe any specific confidentiality requirements established by state or federal law.
- The prohibition against bad faith conduct and abuse of process in connection with any report or complaint of possible discrimination or retaliation.

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**Editor's Note:** One or more of the sections below this note may be deleted if the district prefers to shorten the policy. However, the remaining sections of this sample cover legal rights or legal obligations that will exist regardless of whether they are expressly addressed in this policy.

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**External Complaints and Proceedings.** By following the procedures and timelines established by the applicable non-District entity, complaints of unlawful student discrimination may also be filed externally with the Wisconsin Department of Public Instruction, the Chicago office of the U.S. Department of Education's Office for Civil Rights, or, in appropriate circumstances, with any state or federal court or other agency of competent jurisdiction. Each such external entity independently determines whether a given complaint falls within the entity's scope of authority.

**Notices and Published Nondiscrimination Statements.** The District Administrator and the District's designated nondiscrimination coordinators shall ensure that notice of this policy and its accompanying complaint procedures is published at the beginning of each school year as a Class 1 legal notice. In addition:

1. A student nondiscrimination statement shall be included in the District's student and employee handbooks, course selection handbooks, and other published materials

# STUDENT NONDISCRIMINATION AND EQUAL EDUCATIONAL OPPORTUNITIES

Waukegan Community School District

Policy 411

Page 4 of 5

distributed to the public describing school activities and opportunities;

2. The District's student nondiscrimination complaint procedure shall be included in the District's student and employee handbooks; and
3. The District shall also provide the notices required under applicable federal nondiscrimination laws that apply to students (e.g., Title IX, Section 504, etc.).

**Evaluation and Reports.** The District Administrator and the District's designated nondiscrimination coordinators shall ensure that the District annually prepares a summary compliance report regarding student nondiscrimination and that the District completes an evaluation of the status of nondiscrimination and equality of educational opportunity in the District at least once every five years, as further specified under the regulations of the Department of Public Instruction.

## Legal References:

### Wisconsin Statutes

[Section 118.13](#) [student nondiscrimination; policy/procedures required]

### Wisconsin Administrative Code

[PI 9](#) [student nondiscrimination; policy/procedure/notice 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. §6312\(e\)\(3\)\(D\)](#) [nondiscrimination in admission on the basis of surname or language-minority status]

[29 U.S.C. §794 et seq.](#) [Section 504 of the Rehabilitation Act of 1973, as amended, prohibiting discrimination based on a qualifying disability; implementing regulations at [34 C.F.R. Part 104](#) and [28 C.F.R. Part 42, Subpart G](#)]

[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](#)]

[42 U.S.C. §6101 et seq.](#) [Age Discrimination Act of 1975, as amended, prohibiting age discrimination, with relevant exceptions, in programs or activities receiving Federal financial assistance]

[42 U.S.C. §2000c et seq.](#) [Title IV of the Civil Rights Act of 1964, as amended, prohibiting certain equal protection violations relating to the assignment of students to public schools and within such schools based on sex, religion, race, color, or national origin]

[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](#)]

# STUDENT NONDISCRIMINATION AND EQUAL EDUCATIONAL OPPORTUNITIES

Waunakee Community School District

Policy 411

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[42 U.S.C. §11431 et seq.](#) [the McKinney-Vento Homeless Assistance Act; equal access for homeless students; required policies to remove barriers]  
[34 C.F.R. Part 100, App. B](#) [this appendix requires school districts to provide a notice that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability]

## Cross References:

[WASB PRG 411 Sample Policy 3](#)  
[342.1, Programs for Students with Disabilities](#)  
[411-Rule \(1\), Student Discrimination/Harassment Complaint Procedures](#)  
[411.1, Student Harassment](#)  
[413/513, Nondiscrimination in District Programs, Activities and Operations](#)  
[512, Sexual Harassment](#)  
[Special Education Handbook](#)[Insert appropriate cross references to the policy as applicable to your district.]

**Adoption Date:** March 1994

**Revised:** September 1995  
March 2002  
May 2005  
May 2016

# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

411-Rule

Waukegan Community School District

Page 1 of 10

*{This sample rule provides that the district administrator will make the district's final decisions in response to most student discrimination complaints, except in limited cases, such as where the district administrator is the individual accused of discrimination or where the district administrator determines that the most appropriate resolution of a complaint requires a change in board policy. This sample rule also expressly addresses expectations of confidentiality in the complaint resolution process, establishes a flexible but enforceable deadline for the initial filing of a formal complaint, and addresses voluntary withdrawal of a complaint. The specific position titles, addresses, phone numbers, and email addresses included in this sample should be regularly reviewed and updated as needed. This sample rule does not address the dissemination of nondiscrimination statements/information, program reports, program evaluation, or recordkeeping related to complaints. The sample assumes those issues are either addressed in a different policy/resource or that the district at least understands that there are legal obligations related to those issues that will exist whether or not the topics are expressly addressed in a local policy or rule/procedure.}*

If any person believes that the [insert the official name of the school district](#) Waukegan Community School District has inadequately complied with section 118.13 of the state statutes and the statute's implementing regulations or any of the federal nondiscrimination laws (including but not limited to Title VI, Title IX, Section 504, and the Americans with Disabilities Act), or if any person believes that a student has in some other way been unlawfully discriminated against on the basis of sex, sexual orientation, race, color, national origin, ancestry, religion, creed, age, pregnancy, parental or marital status, any physical, learning, mental or emotional disability, or any other legally-protected status or classification, then the person may attempt to resolve his/her complaint or concern by using either, or both of (1) the District's informal dispute resolution options, if available; or (2) the District's formal complaint procedures, as established in this Rule. As further explained below, the District may redirect certain complaints to be processed under different procedures.

The complaint procedures defined below may also be used to address other types of student-related complaints to the extent authorized by any Board policy or District rule/procedure. However, an appeal to the Department of Public Instruction (DPI) may not always be available when the complaint procedures are used for such other purposes.

Any person participating in the resolution of a report or complaint of possible prohibited discrimination who has concerns about safety, the availability and maintenance of an appropriate school-related environment, or retaliation should discuss those concerns with a District-designated nondiscrimination coordinator as early as possible in the process. Such concerns may be raised even prior to initiating the complaint procedure.

When a District nondiscrimination coordinator or an authorized designee is notified of any report or complaint of alleged discrimination under these procedures (including a report or complaint of retaliation prohibited by a nondiscrimination law and/or District policy), the District shall consider (and any person involved in the matter may affirmatively request consideration of) any interim measures that should be taken while the report or complaint is being resolved. Such interim measures may include, for example, safety planning or other steps that might be taken to protect any person and to ensure equal access to the District's education programs and activities.

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# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

Waukeek Community School District

411-Rule

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Within these procedures, a report to an appropriate District official of conduct that reasonably may constitute prohibited student discrimination (or retaliation) will be treated as a "complaint" when an eligible person has made an oral or written request to an appropriate District official that objectively can be understood as a request for the District to investigate and make a determination about the alleged discrimination or retaliation. The procedures below further address the filing of complaints. **Editor's Note: The definition of a "complaint" used in this paragraph is borrowed from the 2024 Title IX regulations and generalizes the application of that Title IX definition to all types of student discrimination complaints.**

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## A. COORDINATION WITH THE DISTRICT'S TITLE IX GRIEVANCE PROCEDURES

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**Editor's Note: Some districts may elect to exclude this section, particularly if the district's Title IX grievance procedures already address the relevant coordination issues. However, there is likely some benefit to including express language in this rule that attempts to harmonize the related policies and processes.** As required by the federal Title IX regulations, the District has adopted separate "grievance procedures" for the resolution of complaints, including student discrimination complaints, (1) that have been submitted by an eligible individual, and (2) that the District identifies as raising allegations that reasonably may constitute sex discrimination or retaliation prohibited under Title IX (i.e., a "Title IX complaint"). The District's Title IX grievance procedures are defined in ["113413/513, Rule 1,"](#) and are available on the District's website at [insert website location](#).

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The following apply to Title IX complaints:

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1. Title IX complaints may be filed and will be processed using the District's Title IX grievance procedures (rather than by using the general student nondiscrimination complaint procedures defined below).
2. Title IX complaints are **not** subject to the informal resolution option described below within these procedures.
3. If a report or complaint of possible sex discrimination could have been pursued as a Title IX complaint under the District's Title IX grievance procedures but the complaining party elects not to do so or refuses to do so, then the District is not under any automatic obligation to further process the report or complaint of sex discrimination using the general complaint procedures defined below.
4. The District is not required to further address any report, complaint, allegation, or basis for a finding of potential misconduct or other liability that reaches a determination (including but not limited to a lawful dismissal) or that is otherwise resolved through the District's separate Title IX grievance procedures. However, such determination or resolution may be subject to an appeal to DPI by the complainant as the District's determination of the complaint for purposes of Chapter PI 9.

## B. OPTIONS AND PROCEDURES FOR INFORMAL RESOLUTION

The District strongly encourages, but does not require, the informal resolution of complaints and concerns regarding the implementation and monitoring of the laws, regulations, and

# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

Waukegan Community School District

411-Rule

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local policies that facilitate the provision of equal educational opportunities and that prohibit discrimination against students.

To pursue informal means of resolving a complaint or concern, a person may initially contact either the appropriate school principal or the District's nondiscrimination coordinator for student matters, whose full position title and contact information is provided below in ~~the~~ Section C-1 of these procedures. If an individual initially contacts a school principal regarding informal resolution of a student discrimination matter, the school principal shall involve a District-designated nondiscrimination coordinator in determining the District's response.

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In contacting the District to initiate an informal process, it will be very helpful if the individual contacting the District expressly states (1) that they would like to explore informal means of reporting possible discrimination or addressing a complaint or concern prior to initiating a formal complaint; and (2) that their report, complaint, or concern involves a potential violation of particular laws or District policies.

Informal methods for attempting to resolve a complaint or concern may include the scheduling of meetings among relevant parties; meetings or communications mediated by an administrator or other individual selected by the District who was not directly involved in the issue; or, following a presentation and initial assessment of the issue(s), the offering of one or more options for changes to be made in the relevant circumstances. If a report of possible student discrimination has been made by an individual (e.g., an uninvolved witness) who is not a person who would qualify as an actual, aggrieved party in interest to the alleged discrimination, then an option for informal resolution of the report may include a commitment by the District to attempt to contact the actual party in interest regarding the report and the available options for addressing the relevant circumstances.

## C. FORMAL DISCRIMINATION COMPLAINT PROCEDURES

1. ~~*{Editor's Note: This paragraph assumes that the school district has adopted a policy that is substantively similar to PRG 113 Sample Policy 1 or 113 Sample Policy 2 that includes directions for filing discrimination and harassment complaints that would ultimately be processed under these complaint procedures. If that is not the case, then this paragraph will need to be further modified.}*~~ **Filing a Complaint.** A complaint arising under the state or federal laws identified in this rule, or under the Board's equal educational opportunities and student nondiscrimination policy, may be filed as provided in ~~insert applicable local policy – e.g., "Board Policy 113"~~ Board Policy 413/513. In addition, it is always sufficient to file a written complaint that concerns possible student discrimination directly with the office of the ~~ensuring coordination with related district policies that also designate nondiscrimination coordinators, identify the appropriate administrator – e.g., "Director of Student Services"~~ Special Education Director, who serves as a District-designated nondiscrimination coordinator for student matters. Insert to the extent accurate in the district: "The same employee is also a District-designated coordinator for purposes of Title IX, Section 504, the Americans with Disabilities Act, and the Age Discrimination Act". The contact information for the student nondiscrimination coordinator (also referred to below as the "Compliance Officer") is as follows:

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# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

Wauunakee Community School District

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[REGULAR POSITION TITLE] Special Education Director and Student Nondiscrimination Coordinator

[SCHOOL DISTRICT] Wauunakee Community School District

[PHYSICAL OFFICE ADDRESS] 905 Bethel Circle

[OFFICE MAILING ADDRESS, only if different] Wauunakee, WI 53597

[OFFICE TELEPHONE] 608-849-2000

[tiffanyloken@wauunakee.k12.wi.us] [DISTRICT ISSUED EMAIL ADDRESS]

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*[Insert if desired and accurate: "Written complaints are strongly preferred to help avoid ambiguity and miscommunication."]* *[Insert if desired and accurate: "A District form that can be used to submit a complaint of student discrimination is available at [insert website location] and can also be obtained upon request from the main administrative office in any District school."]*

*[Insert as a clarification if desired: "As needed, the Compliance Officer or a designee shall, without bias or favoritism and without serving as an advocate, seek confirmation of what is being alleged or request additional details or clarifications. Applicable documentation of the complaint may be created/updated as needed. This provision does not preclude the possibility of later changes to the scope of the allegations covered by a complaint."]*

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2. **Initial Processing and Investigation.** Upon receiving such a complaint, the Compliance Officer shall initially issue an acknowledgement of receipt, determine whether the issues presented are properly amenable to resolution through the student discrimination complaint procedures, and, if so, undertake or arrange for an investigation of the issues raised by the complaint.
  - a. Receipt of the complaint shall be acknowledged on or before 21 days of the District's receipt of the complaint.
  - b. If the Compliance Officer determines *[insert if desired: ", after obtaining the approval of the District Administrator,]* that the complaint (or a portion thereof) does not present an issue that can be addressed through this complaint procedure, then the District may re-direct the complaint to another internal procedure, to the extent applicable. Within ten (10) days of receiving notice of any decision that the complaint (or a portion thereof) is not amenable to an investigation and/or determination on the merits through these procedures (including a District-initiated dismissal of the complaint for a lawful reason), the complainant may request that the District Administrator reconsider that determination. Upon receiving any adverse response to the request for reconsideration that constitutes a final determination, the complainant may appeal the determination to the Department of Public Instruction within thirty (30) days, as further identified below.
  - c. Any investigation shall be conducted by a person who the District determines is not identified within the complaint as a party who is allegedly responsible for, or who was directly involved in, the underlying issue or incident.

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# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

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- d. In all cases that proceed to an investigation stage, either the Compliance Officer or an assigned investigator shall speak or correspond personally with the complainant in order to provide an opportunity for the complainant to provide such information and evidence as the complainant wishes to present. Prior to reaching a determination pursuant to an investigation conducted under these procedures that any known alleged responsible party personally engaged in discrimination, violated District policies or rules, or committed other misconduct related to the allegations, the investigator shall make reasonable efforts to provide such individual respondent(s) with an equivalent opportunity. This paragraph does not prohibit additional investigative interviews of the parties or other persons.
3. **Determination after an Investigation.** Following an investigation, either the investigator, the Compliance Officer, the District Administrator, or a separate designee approved by the District Administrator or School Board shall issue the initial administrative determination of the complaint and, in a manner consistent with applicable student records laws, issue a written determination to the complainant and any other appropriate parties indicating the extent to which the complaint was or was not substantiated and including such other information as may be appropriate under the circumstances. Depending on factors such as the authority of the person assigned to make the initial determination of the complaint, the specific nature of the allegations, and the application of confidentiality laws, a determination that any allegation of discrimination, retaliation, or other misconduct or violation has been substantiated (in whole or in part) may or may not identify specific remedies for the aggrieved party, disciplinary sanctions, or other consequences (or recommendations for such actions). For example, it may be necessary or appropriate in some cases for the determination to include the conclusion that a person responsible for substantiated discrimination or any other misconduct or violation shall be referred to appropriate District officials for follow-up decisions based on the determination.
4. **Requests for Reconsideration, Final District Action, and Appeals to DPI.** If any actual party in interest to the complaint is dissatisfied with the initial administrative determination of the complaint, he/she may file a request within ten (10) days of receipt of the determination asking the District Administrator to review the file and reconsider the determination.
  - a. If a party requests reconsideration, he/she shall identify the basis for the request with ~~reasonably~~ reasonable specificity. Subject to the overall time limitations described below, the District Administrator shall issue a decision on reconsideration within thirty (30) days of the District Administrator's receipt of the request. At the District's discretion, additional fact-finding may occur at this stage.
  - b. *[Insert if desired: "To the extent an actual party in interest to a complaint is notified of any specific remedies, sanctions, or consequences as part of the written determination received by that party, only the intended beneficiary of a remedy (or such person's representative) may request reconsideration through these procedures of the specific remedies applicable to that party. Similarly, only the person on whom a sanction or other consequence has been imposed (or such person's representative) may request reconsideration through these procedures that is based*

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# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

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on a direct challenge to the specific type or severity of the sanction(s)/consequence(s).") *Editor's Note: There are advantages and disadvantages to defining/limiting the potential scope of requests for reconsideration (i.e., intra-district appeals), and the analysis related to such reconsideration/appeal opportunities within discrimination complaint procedures has changed as a result of the 2024 Title IX regulations. This may be an area that a district wishes to consult with their legal counsel about. For example, some districts may decide to leave their appeal language very general, while some districts that choose to address the issue raised by this paragraph may wish to consider an alternative approach to the one presented in this sample.*

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- c. A decision on reconsideration is a final District determination of the complaint. The decision will include appropriate information about a complainant's right under Chapter PI 9 to appeal an adverse determination to DPI.
  - i. Appeals to DPI may be mailed to the Department of Public Instruction, Pupil Nondiscrimination Program, P.O. Box 7841, Madison, WI 53707.
  - ii. Any appeal to DPI must be filed within thirty (30) days of the date of the school District's final action on the complaint.
5. **Timelines and Extensions.** Generally, the initial administrative determination following an investigation will be reported to the complainant and to other appropriate parties within approximately sixty (60) calendar days of the District's receipt of the complaint, and any decision on reconsideration will normally be issued within ninety (90) calendar days of the District's receipt of the complaint.
  - a. The administrator who is managing the complaint process is encouraged to keep the actual parties of interest to the complaint (including any alleged victim/target or any alleged responsible party) apprised of the status of the complaint.
  - b. The District and the parties involved may mutually agree to a further extension of the overall 90-day time period. If mutual agreement to extend the time period cannot be obtained and good cause for an extension exists, the District may contact DPI and request express permission to unilaterally extend the overall 90-day time period.
  - c. A party may request a reasonable extension of a deadline that is applicable to the parties under these procedures, and the District may approve such requests, in whole or in part, upon a determination that there is good cause for the request and that extending the deadline will not be unduly prejudicial to the District or to the parties. The District does not have authority to extend regulatory deadlines for initiating an appeal to DPI.

## D. **DEADLINE FOR THE INITIAL FILING OF A COMPLAINT**

There is no absolute deadline for the initial filing of a complaint under these procedures. The District always has an interest in being made aware of potential concerns with student discrimination and other student issues permitted to be raised through these complaint procedures. However, a person with a complaint or concern involving a student matter is

# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

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encouraged to notify the District of the issue or to file a formal complaint as soon as reasonably possible after the occurrence of the relevant events. Any gap in filing or otherwise 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 possible remedies and resolutions that are reasonably available. Notwithstanding the lack of a single, fixed deadline, the District Administrator shall have authority to determine that any complaint that is filed more than 300 days after the occurrence of the incident in question, or after the last occurrence of an ongoing/recurring incident of alleged discrimination, will not be processed through these procedures for lack of timeliness (although the District Administrator may follow-up on the issues presented through other means if appropriate). A decision that the complaint is untimely (or any other dismissal of a complaint prior to issuing the determination identified in ~~Section C-3~~ above—such as dismissal for egregious abuse of process) is subject to the reconsideration and appeal steps identified in ~~Section C-2(b)~~ above.

**Editor's Note:** Verify that the section cross-references in this document remain accurate in the final version of any local rule based on this sample. Additional cross-references appear below.

Complainants should also be aware that courts and external agencies may have specific filing or notice deadlines that are tied to the date of the alleged violation, rather than the date that a party initiates or completes any District-established complaint process.

## **E. SPECIAL PROCEDURE FOR COMPLAINTS INVOLVING THE DESIGNATED FILING OFFICER**

In the event that a complaint to be filed under these procedures concerns the actions of or decisions made directly by the filing officer designated in ~~Section C-1~~ of the above-listed procedures, the complainant may instead file the complaint in writing at the District's main administrative office, directed to the attention of the District Administrator, who shall adjust the roles performed in the process so that the filing officer is neither managing, investigating, nor determining the District's administrative response to the complaint.

## **F. SPECIAL PROCEDURE FOR COMPLAINTS INVOLVING THE DISTRICT ADMINISTRATOR**

In the event that a complaint to be filed under these procedures concerns the actions of or decisions made directly by the District Administrator, the complainant may file the complaint in writing at the District's main administrative office, directed to the attention of the Board President, who shall work with District legal counsel in order to process the complaint. If the Board President and District legal counsel determine that the District Administrator may not be sufficiently impartial, or that it is in the best interests of the District to avoid the appearance of any such partiality, then the Board President, with notice to the other members of the Board, shall designate District legal counsel or another non-employee investigator as the complaint manager for purposes of processing and investigating the complaint up to the point of reaching and issuing a resolution on the complaint. After completion of the investigation in such a case, the Board shall meet and assess the findings and outcome of the investigation, make and issue the resolution of the complaint, and perform the role of the District Administrator in ~~steps 3 through 4 in Section C~~, above.

## **G. SPECIAL PROCEDURES FOR COMPLAINTS WHERE A PROPOSED ADMINISTRATIVE RESOLUTION REQUIRES A CHANGE IN BOARD POLICY OR INVOLVES THE PAYMENT OF DISTRICT FUNDS**

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# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

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In the event that the District determines at any stage of processing the complaint that the most appropriate resolution of a complaint requires either a change in Board policy or any payment of District funds to a complainant or other aggrieved person, the District Administrator shall present the complaint, the investigative findings, and the proposed resolution to the Board. The Board shall then determine and issue the resolution that is required in ~~Section C-3~~ of the procedures listed above. To the extent the Board issues the resolution required in ~~Section C-3~~, the Board shall respond to any request for reconsideration of that resolution that may be submitted under ~~Section C-4~~.

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## H. VOLUNTARY WITHDRAWAL OF A COMPLAINT

Where the complainant voluntarily withdraws a complaint due to a satisfactory resolution of the issues, mootness, or any other reason, the District is not required to continue to process the complaint. However, in certain circumstances, the District may choose to continue to follow-up on issues or concerns identified in the withdrawn complaint through other means or processes.

## I. FILING COMPLAINTS WITH THE OFFICE FOR CIVIL RIGHTS OF THE U.S. DEPARTMENT OF EDUCATION AND OTHER EXTERNAL AGENCIES OR THE COURTS

Nothing within these locally-established complaint resolution procedures shall preclude individuals from filing a discrimination complaint or request for enforcement directly with the U.S. Department of Education's Office of Civil Rights ("OCR"), as authorized by federal law. Such complaints may be filed with OCR as further described on the U.S. Department of Education's website. See ~~https://www2.ed.gov/about/offices/list/ocr/docs/howto.html~~. OCR complaints originating in Wisconsin are generally processed by OCR's regional office located in Chicago.

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**Editor's Note: If the district wishes to identify more specific contact information for OCR's Chicago office, the following information is current as of July 31, 2024.**

Office for Civil Rights  
Chicago Office  
U.S. Department of Education  
John C. Kluczynski Federal Building  
230 S. Dearborn Street, 37th Floor  
Chicago, IL 60604

Telephone: (312) 730-1560  
Facsimile: (312) 730-1576; TDD: 800-877-8339  
Email: ~~OCR.Chicago@ed.gov~~

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A complaint or suit may also be filed with another external governmental agency or court. Such agencies and courts independently determine the timeliness of a complaint or suit and the extent to which any given complaint or suit falls within their realm of authority. Such actions may be taken in lieu of or in addition to filing a complaint under the District's local procedures.

# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

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## J. CONFIDENTIALITY

Complainants who have specific concerns about confidentiality in connection with a complaint should arrange to discuss those concerns at the time they file their complaint.

The District cannot assure complainants or other aggrieved parties or alleged victims that a complaint can be processed without disclosing the identity of persons involved in the events/issues to the extent reasonably necessary to investigate and process the complaint. For example, in most cases, it is not possible to fully process and investigate a complaint without revealing the identity of the person(s) who has filed the complaint to individuals being questioned about the issues/events identified in the complaint.

All complainants are given further notice by this section that, in some situations, the allegations of a complaint will compel an investigation or other follow-up activity by the District in a manner that necessitates the direct or indirect disclosure of the identity of a complainant against his/her wishes, even when the complainant seeks to "withdraw" the complaint.

At the same time, it would be wholly inappropriate for District employees who may be involved in the complaint resolution process to violate lawful confidentiality directives or any applicable confidentiality requirements established in state or federal law, such as by inappropriately disclosing information from student records when no lawful exception to confidentiality applies. District policy also prohibits District employees, other agents of the District, and students who are involved in the complaint resolution process from engaging in acts of harassment or retaliation against any aggrieved party, complainant, or other person involved in the complaint resolution process. Any violations of the District's conduct expectations related to the complaint resolution process subject the violator to appropriate disciplinary action.

The District will also carefully assess its legal obligations under the public records law before the District would disclose any sensitive and personally-identifiable complaint-related information in response to a request for records.

An example of a complaint that may be able to be processed without regard to the identity of the complainant is a complaint that raises a question as to the legality of a District-wide or school-wide policy or practice of general applicability that affects many students, and that can be adequately assessed without reference to any particular student, family, or incident.

## K. SEPARATE COMPLAINT PROCEDURE – SPECIAL EDUCATION

Discrimination complaints relating to the identification, evaluation, educational placement or the provision of free appropriate public education of a student with a disability shall be processed in accordance with established appeal procedures outlined in the District's Special Education Handbook, or as outlined in the District's Section 504 Handbook, as may be applicable.

## Cross References:

# STUDENT DISCRIMINATION COMPLAINT PROCEDURES

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WASB PRG 411 Sample Rule 3

**Adoption Date:** March 1994

**Revised:** September 1995  
April 1999  
March 2002  
February 2019

# PUBLIC NOTIFICATION OF STUDENT NONDISCRIMINATION POLICY

Waukeke Community School District

411-Exhibit

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*{This sample exhibit can serve as the student nondiscrimination notice that, under PI 9.05(1) of the Wisconsin Administrative Code, each district is required to publish annually as a Class 1 legal notice. Under that regulation, each district is required to provide annual public notice of board policies on pupil nondiscrimination and of the relevant district complaint procedures, including the name and address of the employee who has been designated to receive complaints of student discrimination. IMPORTANT: This sample notice assumes the district has adopted Title IX "grievance procedures" pursuant to the requirements of the Title IX regulations that take effect on August 1, 2024.}*

The insert the official name of the school district, Waukeke Community School District prohibits all forms of unlawful discrimination against students and other persons in all aspects of the District's programs and operations. Accordingly, consistent with section 118.13 of the state statutes, no person shall unlawfully be discriminated against in any curricular, extracurricular, pupil service, recreational, or other program or activity because of the person's sex, sexual orientation, race, national origin, ancestry, religion, creed, pregnancy, marital or parental status, any physical, mental, emotional or learning disability, or any other legally-protected status or classification.

The District likewise requires and enforces nondiscrimination in a manner consistent with the rights and obligations established under all applicable federal civil rights laws, including the current provisions of Titles IV and VI of the Civil Rights Act of 1964 (race, color, religion, sex, or national origin), Title IX of the Education Amendments of 1972 (sex), Section 504 of the Rehabilitation Act (disability), the Americans with Disabilities Act (including Title II of the ADA, which prohibits discrimination on the basis of disability in state and local government services), the Age Discrimination Act of 1975 (age), and the civil rights provisions associated with the Elementary and Secondary Education Act insert if applicable: "and the District's participation in federal meal programs".

The District's commitment to nondiscrimination and to responding appropriately to any report, allegation, or confirmed incident of unlawful discrimination against any student is further addressed in the School Board's policies, including but not limited to insert applicable policies for example: "Board Policy 113413/513, Board Policy 411, and Board Policy 411.1". These Board policies can be accessed online at insert website location for the school board policies; <https://www.waukeke.k12.wi.us/board/policies>. As further required by the Board's policies and applicable law:

- The District provides legally-required accommodations and appropriate educational services or programs for students who have a qualifying disability, regardless of the nature or severity of the disability. The District also provides for the reasonable accommodation of a student's sincerely held religious beliefs with regard to examinations and other academic requirements.
- As mandated by the current provisions of Title IX of the Education Amendments of 1972 and under the regulations set forth in Part 106 of Title 34 of the Code of Federal 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. The District's grievance procedures for addressing complaints of sex

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# PUBLIC NOTIFICATION OF STUDENT NONDISCRIMINATION POLICY

Waukeek Community School District

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discrimination under Title IX are designated as ~~“113413/513-Rule 1”~~ and can be found at [insert link to website location]. 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.

- The District shall provide children of homeless individuals and unaccompanied homeless youth, as identified under federal law, with equal access to the same free, appropriate public education, including the provision of comparable services, as the District provides to other children and youth who reside in or otherwise attend school in the District. The [insert position title], who can be contacted at [insert telephone number and/or other contact information], is the District’s designated liaison for homeless children and youth. *[Editor’s Note: If accurate in a specific district, the final sentence of this paragraph could be replaced by the following alternative statement: “The student nondiscrimination coordinator, as identified below, is also the District’s designated liaison for homeless children and youth.”]*
- All District career and technical education opportunities are offered to students on a nondiscriminatory basis. Additional information regarding such program offerings and the applicable admission/participation criteria can be obtained [insert the appropriate resource(s) – e.g., “on the District’s website or by contacting any school’s guidance office”].

**Nondiscrimination Coordinator(s)** – The following employee serves as the District’s primary nondiscrimination coordinator for student matters:

[REGULAR POSITION TITLE] Special Education Director  
[PHYSICAL OFFICE ADDRESS]  
[OFFICE MAILING ADDRESS, if different]  
[OFFICE TELEPHONE]  
[DISTRICT-ISSUED EMAIL ADDRESS]

*[Insert if accurate in the district, making any appropriate modifications: “The student nondiscrimination coordinator identified above also serves as a District-designated Title IX Coordinator and as a District-designated ADA/Section 504 Coordinator.”] [Editor’s Note: There are several advantages to having the same employee serve as both (1) the employee who is designated to receive student discrimination complaints under Chapter PI 9 of the Wisconsin Administrative Code and (2) a district Title IX Coordinator and Section 504 Coordinator. However, if this is not the case in a particular district, the district would need to modify this sample notice.]*

**How to Report or Make a Complaint of Student Discrimination** – Any person (including a person who is not claiming to have been personally harmed/victimized by the alleged conduct or by a challenged policy) may report information about or, if eligible, a person may submit a complaint alleging any type of student discrimination that is prohibited pursuant to state or federal law (including any allegation of prohibited retaliation) as follows:

- To the District’s student nondiscrimination coordinator, as identified with their contact information, above. *[Editor’s Note: This statement/reporting method works particularly well when the student nondiscrimination coordinator designated under Chapter PI 9 is also a district-designated Title IX Coordinator. This is because (1) under PI 9.04(1), the*

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# PUBLIC NOTIFICATION OF STUDENT NONDISCRIMINATION POLICY

Waukeek Community School District

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district must designate an employee to receive complaints regarding discrimination under the state pupil nondiscrimination law; (2) the 2024 Title IX regulations require employees to notify a Title IX Coordinator of any information the employee has about possible sex discrimination under Title IX; and (3) local policies (including PRG samples under topic 113) often apply an employee-reporting mandate to information that an employee has about any type of prohibited discrimination. If the same employee is designated as a coordinator under both PI 9 and Title IX, then any employee reports/complaints of student nondiscrimination to that coordinator would satisfy PI 9, Title IX, and (potentially) local policy.

2. [insert any other reporting options that are included in any related local policy or rule/procedure.] [Editor's Note: In connection with any such additional reporting methods, the district may wish to add a statement similar to the following to the extent it would be consistent with applicable local policies: "Employees and certain other agents of the District who are attempting to satisfy an obligation to report known instances of possible discrimination in any District program, activity, or operational area must ensure that an appropriate District-designated nondiscrimination coordinator receives the relevant information."]

[Insert if applicable and accurate: "A District form that can be used to submit a report or complaint of student discrimination is available at [insert website location] and can also be obtained upon request from the main administrative office in any District school."]

A complaint identifying any conduct or policy that reasonably may constitute sex discrimination prohibited under Title IX and under related District policies will be processed using the District's Title IX grievance procedures, as further identified above in this notice. Unless applicable laws require the use of other processes, any other reports or complaints of prohibited student discrimination (including prohibited retaliation) will normally be processed under the complaint procedures that the District has established under Board Policy 411. For a complete copy of such complaint procedures, refer to "411-Rule 1" on the District's website at [insert a link to the website location or otherwise describe the location]. [Editor's Note: ensure that the local student discrimination complaint procedure is available on the district website or modify the language in the final sentence of this paragraph.]

Questions concerning this notice, the District's nondiscrimination policies, the application of student nondiscrimination laws to the District, or the District's complaint procedures may be directed to the nondiscrimination coordinator identified in this notice.

By following all required procedures and timelines of the applicable non-District entity, complaints of unlawful student discrimination may also be filed externally with an appropriate state or federal court or state or federal agency. Such courts and agencies independently determine the extent to which any given complaint falls within their scope of authority.

## Cross References:

WASB PRG 411 Sample Exhibit 1

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**PUBLIC NOTIFICATION OF STUDENT  
NONDISCRIMINATION POLICY**

Waunakee Community School District

**Adoption Date:**

**411-Exhibit**

Page **4** of **4**

# DISCRIMINATION COMPLAINT FORM (Student/Non-Employee Matter)

411-Exhibit

Waunakee Community School District

Page 1 of 2

*(This sample form is intended to be used for submitting a complaint that alleges unlawful discrimination (including harassment based on a legally-protected status), other than employment discrimination.)*

<b>DISCRIMINATION COMPLAINT FORM (for student and other non-employment matters)</b> (Any person with knowledge or concerns related to possible/alleged unlawful discrimination occurring in school district services, programs, or operations may submit a complaint using this form. A separate form exists for employment discrimination complaints.)	
1. Print the name of the person who is submitting this form:  _____	2. Today's Date:  _____
3. For <b>non-students</b> : I can be contacted by phone and/or email at: _____	
4. The person submitting this form is a: <input type="checkbox"/> Student in grade _____ <input type="checkbox"/> Parent/Guardian of _____ <input type="checkbox"/> School District Employee <input type="checkbox"/> Other: _____	5. The person submitting this form is (check all that apply): <input type="checkbox"/> A victim/target of discrimination or harassment <input type="checkbox"/> Someone who saw what happened to someone else <input type="checkbox"/> Someone who has heard what happened to someone else <input type="checkbox"/> Other: _____
6. <b>WHO</b> is being adversely affected by this issue? (Please provide the names(s) of any specific individuals, or, if a particular group of people are being affected, please describe the class/group.)  _____	
7. <b>WHO</b> or <b>WHAT</b> is causing the possible discrimination? (Check all that apply and identify individuals to the extent possible.) <input type="checkbox"/> Student(s): _____ <input type="checkbox"/> School employee(s): _____ <input type="checkbox"/> Someone else: _____ <input type="checkbox"/> A district policy or procedure: _____	
8. Describe <b>WHAT</b> happened (or what is currently happening), <b>WHERE</b> it occurred (e.g., which school), and <b>WHEN</b> it occurred:  _____ _____ _____ _____ _____ _____	
9. Does this complaint allege a violation of a law or a school district policy that is based upon, or that has occurred because of, any individual's legally-protected status (e.g., race, color, national origin, ancestry, sex, sexual orientation, religion, creed, age, pregnancy, marital or parental status, or any physical, mental, emotional or learning disability)? <input type="checkbox"/> <b>No.</b> It doesn't seem connected to any particular status or category. <input type="checkbox"/> <b>Yes.</b> Please list <b>each</b> protected status/category that you feel is relevant to the issues identified in this complaint:  _____	

# DISCRIMINATION COMPLAINT FORM (Student/Non-Employee Matter)

411-Exhibit

Waunakee Community School District

Page 2 of 2

10. Please **SIGN** and **DATE** this form (for complaints submitted by multiple people, please attach an additional signature page or add a signature in the space provided for additional details).

Your signature is your assurance that the information provided in this complaint form is provided in good faith and that it is accurate to the best of your knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Use the space below (or additional sheets) to provide any additional detail that you wish to provide:**

**Please submit this form DIRECTLY to the District's Equal Educational Opportunities Compliance Officer at [insert contact info] or, if you are more comfortable doing so, to any school principal.**

### The lines below are for School District OFFICE USE ONLY

1. Identify the **name and title** of the person who received this form on behalf of the School District, and identify the **date of receipt**:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Receipt by the District

2. Identify the method of receipt:

Hand delivery

Inter-office mail

U.S. mail

Other: \_\_\_\_\_

Email

3. By number, identify the items on this form (if any) which were blank or clearly incomplete at the time the form was initially filed with the District:

4. Identify the **supervisor(s) or administrator(s)** who have been notified of the District's receipt of this report as of the date of receipt:

5. Identify the **supervisor or administrator** who is assigned primary responsibility for ensuring this report is processed appropriately:

6. Other information the District wishes to document related to the receipt of this complaint:

**Adoption Date:**

# STUDENT HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS Policy 411.1

Waukegan Community School District

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~~(This sample policy defines unlawful harassment as a form of student discrimination under state and federal civil rights laws (i.e., harassment tied to one or more legally-protected classifications). The sample includes specific examples of prohibited conduct. The final section of this sample policy, addressing reports and complaints of harassment based on a legally-protected status, has been written to coordinate with PRG 113 Sample Policy 1 (or PRG 113 Sample Policy 2) and PRG 411 Sample Policy 3. For example, the description of how to file a report or complaint of prohibited harassment under this policy references the same procedures and methods that are set forth under those other sample policies, which in turn are based on requirements established under Title IX for making reports and complaints of Title IX sexual harassment. IMPORTANT: This sample assumes that the district is adopting and implementing the PRG sample policies under topic 113 and topic 411 that have been updated in 2024 to reflect the 2024 federal Title IX regulations.)~~

This policy addresses prohibited harassment of students that is based on, or that occurs because of, a student's legally-protected status, including harassment that is based on a student's sex (including any non-conformance with sex or gender-based stereotypes), sexual orientation, race, color, national origin, ancestry, religion, creed, pregnancy, marital or parental status, any physical, mental, emotional or learning disability, or any other legally-protected status or classification. The District prohibits and will intervene to respond to reports, complaints, or other sufficient notice of any such harassment not only because of the District's legal obligations, but also because such conduct is detrimental to the educational environment and to the well-being of students.

## **Defining and Identifying Harassment Based on a Legally-Protected Status**

Although different state and federal laws establish different standards to define conduct that does (or does not) constitute prohibited student harassment, prohibited harassment under this policy generally includes behavior (or any course of conduct) affecting one or more students that is based, in whole or in part, on a legally-protected status or classification and that:

1. Substantially interferes with a student's school performance;
2. Substantially interferes with a student's ability to participate in or benefit from any District activity or program; or
3. Creates an intimidating, hostile, or offensive environment within any District school, activity, or program.

As specifically defined and prohibited under the federal Title IX regulations (see [34 C.F.R. §106.02](#)), sex-based harassment means sexual harassment and other harassment on the basis of sex, including conduct within any District program or activity that either (1) involves a District employee, agent of the District, or other person with a District-authorized role who conditions the provision of an aid, benefit, or service of the District on a student's participation in unwelcome sexual conduct; (2) is unwelcome sex-based conduct that, based on the totality of the circumstances, creates a hostile environment; or (3) constitutes sexual assault, stalking, dating violence, or domestic violence as those terms are further defined under the Title IX regulations.

*If desired, insert the following sentence to further capture the details of the express definition of sex-based harassment that is established in the 2024 Title IX regulations: "Under the federal Title IX regulations, harassment on the basis of sex includes harassment on the basis of sex stereotypes."*

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# STUDENT HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS Policy 411.1

Waukegan Community School District

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~~sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.”~~  
~~(Editor’s Note: In connection with this paragraph and particularly the optional final sentence of this paragraph, it is important to consider that the specific scope of discrimination on the basis of sex, including the scope of harassment on the basis of sex, as defined within the 2024 Title IX regulations remains subject to ongoing litigation in the federal courts as of the August 1, 2024 effective date of the regulations.)~~

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In addition:

- The person responsible for the prohibited harassment may be another student, a District employee, a non-employee acting as an agent or contractor of the District, or another person who is present in, or who engages in conduct that sufficiently impacts, the educational environment or the applicable District program or activity.
- A student can be a victim of and adversely affected by harassing conduct even when he/she is not the direct target of the harassment.
- Harassment is defined primarily by the characteristics and effects of the behavior, and such considerations can outweigh any asserted lack of specific intent to harass. The effects of the relevant conduct are normally evaluated from the perspective of a reasonable person in the position of the student victim.

Nothing in this policy limits the District’s discretion or authority to intervene with respect to conduct (or alleged conduct) affecting a student that, although not determined to constitute proven unlawful harassment, either (1) could contribute to a finding of unlawful harassment if the behavior or course of conduct were to continue; (2) violates any other policy or specific conduct rule or directive established by the District; (3) causes a substantial disruption within any District program or activity; or (4) endangers the health, safety, or property of a student.

~~(Editor’s Note: Some districts may elect to exclude this clarifying paragraph.)~~

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Finally, conduct may occur (or be reported or alleged) that would constitute prohibited harassment under this policy except that the conduct lacked a sufficient connection to a District program or activity or otherwise occurred outside the scope of the District’s rule-making, investigatory, or disciplinary authority. In such a situation, the District may still work with the victim (or alleged victim) to provide interventions or supports that address any school-connected consequences that relate to the conduct (or alleged conduct).

~~(Editor’s Note: Some districts may elect to exclude this clarifying paragraph.)~~

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## Examples of Prohibited Conduct

~~(Editor’s Note: Some districts may elect to exclude this section providing examples of prohibited harassing conduct. However, the inclusion of some specific examples is one of the primary reasons to maintain a policy on unlawful harassment that is separate from the district’s general student nondiscrimination policy. Otherwise, it may be more expedient to simply expand on the definition of unlawful harassment within the general student nondiscrimination policy.)~~

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Some examples of prohibited conduct that could constitute unlawful harassment or directly contribute to the creation of an unlawful intimidating, hostile, or offensive educational environment under this policy include any of the following:

# STUDENT HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS Policy 411.1

Waukegan Community School District

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- Multiple, repeated, or severe verbal or written comments that insult, degrade, or stereotype a student or group of students because of any legally-protected status or classification. This might include the use of slurs, epithets, name calling, ridicule, mockery, insults, or put-downs.
- Conduct that endangers a student's health, safety, or property, such as an assault, a threat, or attempted intimidation, that occurs because of a person's legally-protected status.
- Posting, displaying, or circulating any written or graphic materials, sound or video recordings, or any electronic or other materials, symbols, or objects that attack, mock, belittle, or show hostility toward a student or group of students based on a legally-protected status.

Additional examples of conduct that may constitute or directly contribute to a finding of unlawful sexual harassment include, but are not limited to, the following: (1) unwelcome comments that are lewd or sexually-suggestive (including sexual innuendo or offensive language of a sexual nature); (2) unwelcome physical contact or other unwarranted intrusions within an individual's personal space that occur because of a person's sex; (3) persisting in romantic advances or making requests for romantic involvement after being informed that such attention is unwelcome; (4) the implicit or explicit making of any demands or any unwanted requests for sexual activity; (5) the display or distribution of sexually-explicit content that lacks a sufficiently legitimate purpose; or (6) any verbal, written, graphic, or physical conduct or communication that attacks, mocks, belittles, or shows hostility toward a student due to the student's sex, gender, sexual orientation, or lack of conformity to sex or gender-based stereotypes.

### Applicability of Nondiscrimination Policies; Reports of Complaints of Harassment

~~Editor's Note: This section could be replaced with the following alternate, more general language:~~

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~~Harassment that is based on a legally-protected status is a form of prohibited discrimination under applicable laws and District policies. Any person, including any student, may report a concern or allegation of prohibited harassment to the District, and the District has established processes and procedures for responding to such reports or complaints. When an eligible person initiates a complaint seeking an investigation and determination of allegations of student harassment based on a legally-protected status, the complaint will be processed according to insert references to applicable local policies – e.g., "Board Policy 113 and Board Policy 411.1" and the complaint/grievance procedures established under those District nondiscrimination policies. Any individual who needs additional information about submitting a report or complaint of possible student harassment may contact insert the appropriate position(s) – e.g., "any of the District's nondiscrimination coordinators, or identified in "Board Policy 113 and Board Policy 411.1", or the office of the District Administrator."~~

~~END OF EDITOR'S NOTE~~

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Unlawful harassment that is based on a legally-protected status is a form of discrimination. As a result, ~~Board Policy 113/413/513~~ (Nondiscrimination in District Programs, Activities and Operations) and ~~Board Policy 411.1~~ (Student Nondiscrimination and Equal Educational

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# STUDENT HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS Policy 411.1

Waunakee Community School District

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Opportunities) apply in full to this policy. In addition, the District's expectations for employees to appropriately report their knowledge of incidents or allegations of prohibited discrimination (including unlawful harassment) to an appropriate administrator apply to incidents/allegations of student harassment that are known to an employee.

Any person may report a concern or allegation of prohibited student harassment that is based on a legally-protected status to any of the District's nondiscrimination and equal opportunity coordinators. The report or complaint may be submitted to a designated coordinator (1) in person (whether verbally or in writing), (2) by U.S. mail, (3) by telephone, or (4) by electronic mail. Other methods that result in the coordinator actually receiving the report or complaint are also acceptable. ~~Board Policy 113413/513~~ identifies and provides contact information for designated coordinators, including identifying the primary coordinator for any student discrimination matter. **Editor's Note: The reporting procedures referenced in this paragraph must be consistent with the reporting procedures that are defined in the district's related nondiscrimination policies/rules.**

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Reports and complaints of possible student harassment under this policy will be processed and resolved as set forth in the rules and procedures adopted under ~~Board Policy 113413/513~~ and ~~Board Policy 4111~~.

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## Legal References:

### Wisconsin Statutes

- [Section 118.13](#) [student nondiscrimination]
- [Section 947.013](#) [harassment prohibited]

### Wisconsin Administrative Code

- [PI 9](#) [student nondiscrimination; policy/procedure/notice required]

### Federal Laws

See the federal references for Policy 411-Student Nondiscrimination and Equal Educational Opportunity

## Cross References:

- WASB PRG 411.1 Sample Policy 2
- [411. Student Nondiscrimination and Equal Educational Opportunity](#)
- [411-Rule \(1\), Student Discrimination/Harassment Complaint Procedure 413/513, Nondiscrimination in District Programs, Activities and Operations](#)
- [447.3, Student Suspension](#)
- [447.4, Student Expulsion](#)
- [447.5, Student Discipline Suspension/Expulsion of Students with Disabilities](#)
- [454, Child Abuse and Neglect](#)

## Adoption Date:

**STUDENT HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS** Policy 411.1

Waunakee Community School District

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# BULLYING

## Policy 443.71

Waunakee Community School District

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~~(This sample policy prohibits all forms of bullying of students, including cyber bullying.)~~

The District is committed to providing a safe, supportive and respectful school environment for all students and strictly enforces a prohibition against bullying. Bullying behavior interferes with student learning and has a detrimental effect on the personal health and well-being of students, and will not be tolerated in the District.

Bullying of students is prohibited at school, on school grounds, during school-sponsored activities, on school buses and at bus stops, and through the use of digital technologies. "Bullying" is defined as deliberate or persistent behavior, using words or actions, that is intended to cause fear, physical harm or psychological distress on another student and has the effect of doing any of the following:

1. substantially interfering with a student's education or school performance;
2. creating an intimidating or fearful environment in a school setting for a student or group of students; or
3. substantially disrupting the orderly operation of the school.

All District staff must be alert to and aware of the signs of bullying and intervene promptly and firmly against it. ~~All district staff, and school officials who observe or become aware of acts of bullying are required to report these acts to the building principal or designee.<sup>1</sup>~~

Victims of bullying, observers of bullying, and parents or guardians of students who have been bullied are encouraged to report incidents of bullying to the building principal or a school counselor. All reports of bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Retaliation against individuals for filing reports under this policy or assisting in the investigation of such reports is prohibited.

Students found to be in violation of this policy shall be subject to disciplinary action ranging from positive behavioral interventions and supports up to and including suspension or expulsion from school. Referrals may also be made to law enforcement officials. When determining the appropriate consequences and remedial action, the building principal shall consider the developmental and maturity levels of the parties involved, the levels of harm, the surrounding circumstances, the nature of the behaviors, past incidences or past or continuing patterns of behavior, and the context in which the alleged bullying incident(s) occurred.

If a District employee has been found to have bullied or retaliated against a student in violation of this policy, he/she shall be subject to disciplinary action up to and including discharge.

<sup>1</sup> This is taken from your current policy.

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# BULLYING

## Policy 443.71

Waunakee Community School District

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Employee disciplinary action shall be consistent with applicable provisions of the Employee Handbook or other District procedures.

The building principal shall inform staff, students and parents and guardians of this policy annually. In addition, the building principal shall provide annual training to staff members on the recognition and prevention of bullying and their roles and responsibilities under this policy.

### Legal References:

#### Wisconsin Statutes

- [Section 118.01\(2\)\(d\)8](#) [protective behaviors instruction]
- [Section 118.46\(2\)](#) [student bullying policy required]
- [Section 120.13\(1\)](#) [school board power to set conduct rules and discipline students]
- [Section 947.0125](#) [unlawful use of electronic communications]
- [Section 948.51\(2\)](#) [hazing prohibited]

### Cross References:

- WASB PRG 443.71 Sample Policy 1
- [411, Equal Educational Opportunities](#)
- [411.1, Student Harassment](#)
- [413/513, Nondiscrimination on the Basis of Sex in Educational Programs or Activities](#)

**Adoption Date:** August 2010

**Revised:**

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# EQUAL OPPORTUNITY EMPLOYMENT AND NONDISCRIMINATION

## Policy 511

Waunakee Community School District Sample Policy 2

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*(This sample policy addresses employment-related equal opportunity and nondiscrimination issues in a somewhat abbreviated fashion. The sample is only appropriate for a district that has adopted either PRG 113 Sample Policy 1 or PRG 113 Sample Policy 2 (or the locally-numbered equivalent) because this sample incorporates certain provisions from policy 113 by reference (rather than repeating the provisions in their entirety). PRG 511 Sample Policy 1 takes a more comprehensive (and longer) approach to coordinating with the PRG sample policies in topic 113 by repeating all parallel language for the various parallel provisions.)*

### IMPORTANT:

- *A district using this sample would also need to adopt an employment discrimination complaint procedure. PRG 511 Sample Rule 1 is a complaint procedure that was drafted to coordinate with this sample policy. In addition, a district adopting this policy should strongly consider adopting PRG 512 Sample Policy 1 as a supporting/related policy that further defines and addresses unlawful harassment as a form of employment discrimination.*
- *This sample assumes that the district is adopting and implementing the policies and grievance procedures under PRG topic 113 that have been updated in 2024 to reflect the 2024 federal Title IX regulations.*

The *insert formal name of school district* Waunakee Community School District is an equal opportunity employer. The School Board's goal and expectation is that the District shall maintain policies, practices, and a workplace environment that (1) do not unlawfully discriminate against any employee or applicant for employment, and (2) facilitate a timely, appropriate, and proportionate response to any complaint, report, or concern regarding possible unlawful discrimination in employment. The District's commitment to nondiscrimination and to taking appropriate corrective action when needed encompasses all aspects of employment and personnel administration, including recruitment, hiring, training, assignments, compensation, evaluation, and discipline.

Accordingly, the District shall not unlawfully discriminate against any employee or applicant for employment on the basis of disability, race, color, ancestry, national origin, citizenship, sex (including sex-based stereotypes and an employee's transgender status), sexual orientation, marital status, pregnancy (including childbirth and medical conditions related to pregnancy or childbirth), age, religion, creed, political or religious affiliation, arrest or conviction record, military service, use or nonuse of a lawful product off school premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other basis prohibited by applicable law.

*Include as a clarification, if desired: "The term "unlawful discrimination" as used in this policy encompasses any unlawful adverse employment action, any unlawful harassment, or other unlawful denial of employment-related rights, benefits, or privileges that is based on any legally-protected status or classification. Specific state and federal laws and regulations further define the practices and conduct that do (or do not) constitute unlawful discrimination with respect to each protected status or classification."* The District also prohibits and shall appropriately

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# EQUAL OPPORTUNITY EMPLOYMENT AND NONDISCRIMINATION

## Policy 511

Waunakee Community School District Sample Policy 2

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address reports or complaints of any alleged, unlawful retaliation that arise in connection with state and federal employment rights. Additional District policies, including [Board Policy 413/513](#) and [Board Policy 512](#), further address equal employment opportunities and the District's prohibition against employment-related discrimination and prohibited retaliation.

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In the pursuit of providing an appropriate workplace environment that is free from unlawful discrimination (including harassment) the District reserves all discretion and authority to receive reports of, investigate, intervene in, and implement an appropriate response for: *Editor's Note: This paragraph and its three subparagraphs are provided to clarify district expectations and the intended scope of the policy, but they are not strictly necessary and could be deleted.*

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- The conduct of District officials, District employees, and certain non-employees (contractors, volunteers, vendors, visitors, etc.) that may constitute or that could reasonably contribute to a finding of unlawful discrimination affecting a District employee or applicant for employment.
- Conduct by a District official or employee that occurs while off-duty or away from a District workplace that has a legally-sufficient connection to District employment or to a District workplace (e.g., while off-duty, a supervisor sexually harasses a District employee).
- Workplace-related conduct by District officials or employees that the District determines (1) has no legitimate business purpose and improperly interferes with the efficient operation of the District; (2) improperly interferes with the work, education, or well-being of others; or (3) violates any Board policy or any other legitimate District work rule, directive, or expectation, even when such conduct may not be connected to a legally-protected status or prohibited by law. *Editor's Note: Some districts may choose to adopt a policy or conduct rule specifically addressing inappropriate conduct that has no (or at least no alleged/known) connection to a legally-protected status. See PRG 522.3 Sample Policy 1 (covering workplace violence, threats, intimidation, and harassment).*

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**Reasonable Accommodations.** To the extent required by law, the District will make reasonable accommodations in its employment practices for (1) qualified individuals with a disability; (2) a qualified employee or applicant who has a known limitation related to pregnancy, childbirth, or a related medical condition; or (3) an employee's or applicant's religious beliefs and practices. Applicants and employees may submit requests for such accommodations or otherwise identify a potential need for such accommodations by contacting *insert appropriate initial contact(s), e.g., "the District's Equal Employment Opportunity Officer/ Director or Human Resources, or the employee's immediate supervisor"*.

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**Policy Provisions Incorporated by Reference.** The following provisions of [Board Policy 413/513](#), which addresses the District's commitment to nondiscrimination across all aspects of the District's programs, activities, and operations, are applicable to this employment-focused policy and are incorporated by reference: *Editor's Note: it is very important that the district policy that is cross-referenced in this paragraph, e.g., policy 113, contains all of the items in the list below. Some districts may choose to adopt a policy or conduct rule specifically addressing inappropriate conduct that has no (or at least no alleged/known) connection to a legally-protected status. Such a policy or rule could prohibit workplace violence, threats, intimidation,*

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# EQUAL OPPORTUNITY EMPLOYMENT AND NONDISCRIMINATION

## Policy 511

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and harassment. See PRG 522.3 Sample Policy 1.

- Notice that the prohibitions against sex discrimination established by Title IX of the federal Education Amendments of 1972 ("Title IX") and by the regulations set forth in Part 106 of Title 34 of the Code of Federal Regulations ("the federal Title IX regulations") apply to the District. Title IX protects students, employees, and others from various forms of prohibited sex discrimination.
- The designation of nondiscrimination coordinators, including the District's Title IX Coordinator(s). ~~Board Policy 413/513, 113~~ also provides the direct contact information for such coordinators.
- Procedures under which 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.
- Expectations for employees to inform an appropriate District-designated nondiscrimination coordinator when the employee has information about any conduct or District policy that reasonably may constitute unlawful discrimination (or any related acts of prohibited retaliation) within the District's programs, activities, or operations.
- The prohibition that no official, employee, or agent of the District or any other person 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.
- The limitations on the extent to which the District can provide or assure confidentiality, but also the commitment to observe any specific confidentiality requirements established by state or federal law.
- The prohibition against bad faith conduct and abuse of process in connection with any report or complaint of possible discrimination or retaliation.

**Deadline for Submitting a Report or Complaint.** There is no absolute deadline for a person to submit a report or complaint under this policy. The District always has an interest in being made aware of potential concerns with prohibited discrimination, harassment, or retaliation. However, employees are expected to make such reports promptly, and any other person who has a complaint or concern involving such a matter is strongly 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. Further, it is important for employees to know that, under some circumstances, certain legal remedies for alleged discrimination may be unavailable if the employee fails to take timely action on his/her complaint or claim or unreasonably fails to take

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# EQUAL OPPORTUNITY EMPLOYMENT AND NONDISCRIMINATION

## Policy 511

Waunakee Community School District Sample Policy 2

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advantage of preventive or corrective opportunities (such as a complaint procedure) provided by the employer. If the District dismisses a report or complaint under this policy due to lack of timeliness, an actual party in interest may seek reconsideration of the decision to the extent provided under [Board Policy H-3413/513](#).

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**Complaints and Complaint Procedures.** *Editor's Note: This subsection, which serves to distinguish between "reports" and "complaints" and to identify individuals who are expressly authorized to make "complaints" that initiate district-adopted complaint/grievance procedures, is based on similar concepts that exist under the 2024 Title IX regulations (e.g., the definition of a complainant, the definition of a complainant, and the identification of who has a right to make a Title IX complaint). The attempt to align the similar concepts is primarily for the sake of consistency across different types of discrimination complaints.* Except as provided under [Board Policy H-3413/513](#) in connection with reports and complaints of sex discrimination or retaliation prohibited under Title IX, or as otherwise required by any other law, a complaint identifying circumstances or allegations that reasonably may constitute employment-related discrimination or retaliation under this policy will be processed according to the discrimination complaint procedures that the District has established under this policy.

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A report of possible unlawful discrimination or prohibited retaliation under this policy will be treated by the District 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 make a complaint that initiates the applicable complaint/grievance procedures. By this policy:

1. Subject to the exception stated in the next paragraph, any current employee of the District as well any person other than an employee (such as an applicant or former employee) who was participating or attempting to participate in District programs, activities, or operations at the time of the alleged employment discrimination is authorized to make such a complaint as to any allegation(s) of prohibited employment discrimination based on any legally-protected status (including prohibited retaliation). Such employee's or other person's authorized legal representative may act on their behalf in making such a complaint.
2. As a limited exception to the previous paragraph, to make a complaint of prohibited harassment based on a legally-protected status that initiates complaint/grievance procedures adopted under a District nondiscrimination policy, the District reserves discretion to additionally require that the employee or other person must be alleging that he or she has been subjected to the alleged harassing conduct. An individual who is required to work in a hostile environment that is alleged to have been created based on a legally-protected status is sufficiently subjected to the alleged harassing conduct even if that individual is not the direct target of the conduct. Even in situations where this exception applies, an individual may still report information about possible unlawful harassment to the District, and the District will still appropriately respond to the report even if it is not processed as a "complaint."

# EQUAL OPPORTUNITY EMPLOYMENT AND NONDISCRIMINATION

## Policy 511

[Waunakee Community School District Sample Policy 2](#)

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**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 a District nondiscrimination policy, including 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.

~~Editor's Note: If the district mandates particular training for administrators and other supervisors that exceed minimum legal mandates (such as the Title IX training mandates), or if the board wishes to establish an expectation that the administration will provide opportunities for all employees to attend or access certain training and awareness programs relating to nondiscrimination expectations, obligations, and policies, such training and staff development requirements may be specified as an additional section within this policy. Whether or not mandated by a school board policy, a school district can point to such training and awareness 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. II of Chapter 111](#) [the state fair employment and nondiscrimination statutes, including specific prohibited bases of discrimination (sections [111.31](#) to [111.395](#))]  
[Section 118.195](#) [discrimination against handicapped teachers]  
[Section 118.20](#) [teacher/administrator discrimination prohibited]

#### Federal Laws and Regulations

[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](#)]  
[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](#)]

# EQUAL OPPORTUNITY EMPLOYMENT AND NONDISCRIMINATION

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Waunakee Community School District Sample Policy 2

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- [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](#)]
- [42 U.S.C. §2000ff et seq.](#) [Genetic Information Nondiscrimination Act, as amended; implementing regulations at [29 C.F.R. Part 1635](#)]
- [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](#)]
- [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](#)]
- [38 U.S.C. 4301 et seq.](#) [Uniformed Services Employment and Reemployment Rights Act, as amended; implementing regulations at [20 C.F.R. Part 1002](#)]
- [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](#)]
- [11 U.S.C. §525](#) [employment discrimination based on certain bankruptcy-related statuses and proceedings]
- [42 U.S.C. §2000gg et seq.](#) [Pregnant Workers Fairness Act; implementing regulations at [29 C.F.R. Part 1636](#)]

Field Code Changed

### Cross References:

[WASB PRG 511 Sample Policy 2](#)  
*{insert appropriate cross-references to the policy as applicable to your district.}*

**Adoption Date:** 5/11/92

- Revised:** March 1994  
September 1995  
April 1999  
April 2002  
May 2005

# EMPLOYMENT DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURES

511-Rule

Waukeek Community School District

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*{This sample rule provides procedures for processing complaints of employment-related discrimination (including harassment) and retaliation. The sample has been drafted to coordinate with PRG-113 Sample Policy 1 (or 113 Sample Policy 2), PRG-511 Sample Policy 1 (or 511 Sample Policy 2), and PRG 512 Sample Policy 1. Some districts may also elect to use these procedures to address other employment-related complaints. IMPORTANT: This sample assumes that the district is adopting and implementing the PRG sample policies under topic 113 and topic 511 that have been updated in 2024 to reflect the 2024 federal Title IX regulations.}*

## I. Purpose

These procedures will be used to process a report or complaint that any employee, former employee, or applicant for employment has been subjected to discrimination or retaliation in violation of any employment-related nondiscrimination law or any board policy that prohibits discrimination based on a legally-protected status in connection with the District's employment practices (including policy provisions prohibiting retaliation). However, in some situations, applicable laws and District policies require District representatives to process such matters under other complaint/grievance procedures.

Within these procedures, a report made to an appropriate District official of conduct or of any District policy or practice that reasonably may constitute prohibited employment discrimination (or retaliation) will be treated as a "complaint" when an eligible person has made an oral or written request to an appropriate District official that objectively can be understood as a request for the District to investigate and make a determination about the alleged discrimination or retaliation. *{Editor's Note: The definition of a "complaint" used in this paragraph is borrowed from the 2024 Title IX regulations and generalizes the application of that Title IX definition to all types of employment discrimination complaints.}*

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It is also permissible to submit a report that is not intended as a "complaint," but that is intended (1) to notify appropriate District officials of information about possible employment-related discrimination, (2) to seek assistance related to possible discrimination for one or more persons, and/or (3) to request that the District consider a particular change or other response to the concern. The District's expectation is that, upon receiving any such report, the District's designated nondiscrimination coordinators and other administrative officials will appropriately respond to the report, with the goals of preventing, identifying, and preventing the recurrence of any prohibited discrimination. Further, some provisions of Part II and Part III of these procedures expressly apply to such reports even when no complaint is pending.

## II. General Provisions and Pre-Investigation Considerations/Procedures

### A. Nondiscrimination Coordinators

The District's designated nondiscrimination coordinators (also referred to as an equal opportunities coordinator) have primary responsibility for coordinating the processing of reports and complaints under these procedures. In fulfilling such responsibilities, a coordinator may consult as needed with other administrators/supervisors. *{Insert if reflective of district procedures: "With the approval of the District Administrator or School Board President/Executive Director of Operations, a nondiscrimination coordinator may*

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~~also consult with District legal counsel." [Editor's Note: If the district's designated nondiscrimination coordinators are authorized to engage district legal counsel without obtaining other advance approval, a district could substitute the following sentence in place of the previous optional sentence: "With notice to the District Administrator and/or School Board President, a nondiscrimination coordinator may also engage District legal counsel for the purpose of consultation regarding a report or complaint."~~

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~~[Either identify the designated nondiscrimination coordinators for employment-related matters and provide their contact information directly in these procedures, or provide a cross reference that clearly identifies where such information can be located – e.g., "Board Policy 413/513, 413 identifies and provides contact information for each of the District's nondiscrimination and equal opportunities coordinators. The contact information for the coordinators is also available on the District's website."]~~

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## B. Procedures for Filing a Complaint or Report

Refer to ~~[Board Policy 413-413/513 and Board Policy 511]~~ for procedures and additional information regarding the submission of reports and complaints of prohibited discrimination and retaliation. Under the ~~[Policy 413-413/513]~~ procedures, it is initially sufficient to submit such a report or complaint to one of the District's designated nondiscrimination and equal opportunities coordinators in person, by U.S. mail, by telephone, or by electronic mail, using the contact information for the coordinator(s) that is identified in ~~[Policy 413-413/513]~~.

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## C. Referral to Nondiscrimination Coordinators

When a District employee has or receives information about conduct, including the implementation of a District policy or operating procedure, that reasonably may constitute unlawful discrimination (including prohibited retaliation), the employee is required to fulfill the reporting obligation set forth in District nondiscrimination policies and procedures. Generally, this involves providing the relevant information to an appropriate District-designated nondiscrimination coordinator. Employees shall provide information about possible sex discrimination to a nondiscrimination coordinator who serves as a District Title IX Coordinator. ~~[Editor's Note: Some districts may elect to exclude this subsection on the basis that the issue of employee reporting is adequately covered in the district's related nondiscrimination policies and procedures.]~~

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## D. Coordination with Title IX Regulations and Grievance Procedures

~~[Editor's Note: Some districts may elect to exclude this subsection, particularly if the district's Title IX policies and grievance procedures process already address the relevant coordination issues. However, there is likely some benefit to the repetition and clarification of those coordination issues in these procedures.]~~

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When a complaint or other report of possible employment discrimination concerns conduct that reasonably may constitute sex discrimination prohibited under federal Title IX and Part 106 of Title 34 of the Code of Federal Regulations ("the federal Title IX

# EMPLOYMENT DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURES

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regulations”), additional requirements and obligations apply to the District and its designated Title IX Coordinator(s). Examples include the obligation to consider and implement appropriate supportive measures under Title IX and the obligation to avoid implementing disciplinary sanctions against a person alleged to be responsible for sex discrimination prohibited by Title IX until after an appropriate determination of responsibility.

Further, as required by the federal Title IX regulations, the District has adopted separate “grievance procedures” for the resolution of complaints, including employment-related discrimination complaints, (1) that have been submitted by an eligible individual, **and** (2) that the District identifies as raising allegations that reasonably may constitute sex discrimination or retaliation prohibited under Title IX (i.e., a “Title IX complaint”). The District’s Title IX grievance procedures are defined in ~~“113413/513-Rule 1”~~ and are available on the District’s website at [insert website location].

Title IX complaints will be processed using the District’s Title IX grievance procedures. [Insert to provide further detail and clarity, if desired: “In addition:

1. Title IX complaints are **not** subject to the informal resolution option described below within these procedures. However, informal resolution options authorized by the Title IX grievance procedures may apply.
2. If a complaint or other report of possible sex discrimination could have been pursued as a Title IX complaint under the District’s Title IX grievance procedures but the complaining party elects not to do so or refuses to do so, then the District is not under any automatic obligation to process the report of sex discrimination using the general complaint procedures defined below. However, even if the District does not initiate the use of formal complaint/grievance procedures, the District will still fulfill any applicable legal obligations to appropriately respond to the reported information.
3. The District is not required to further address any report, complaint, allegation, or basis for a finding of potential misconduct or other liability that reaches a determination (including but not limited to a lawful dismissal) or that is otherwise resolved through the District’s separate Title IX grievance procedures.”]

## E. Concerns with Safety, Confidentiality, or Retaliation

Any person who presents a complaint or other report or who participates in any manner in an investigation or other proceeding under these procedures should arrange to discuss any concerns about safety, the availability and maintenance of a non-discriminatory work environment, confidentiality, or retaliation with [insert the appropriate position(s): the District’s Equal Employment Opportunity Coordinator (EEO Coordinator), any other designated nondiscrimination coordinator, the Director of Human Resources, or the District Administrator] as early as possible in connection with their involvement in the process — including at or even prior to the time that a report or complaint is filed. The District’s nondiscrimination policies further address the issues of confidentiality and

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protections for retaliation. ~~Editor's Note: Some districts may elect to exclude this subsection.~~

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## F. Interim Measures

In conjunction with the District's receipt of notice of any complaint or other report of alleged discrimination, harassment, or retaliation, or any other matter that is directed to these procedures for a resolution, a District nondiscrimination coordinator or an administrator acting on behalf of a coordinator shall consider the potential need for and may implement interim measures that are taken before the resolution of the complaint or other report (e.g., safety planning, a "no contact" directive, or other steps needed to protect any person or to provide a nondiscriminatory work environment). Any person involved in such a matter may also affirmatively request the consideration of such interim measures. ~~Editor's Note: Some districts may elect to exclude this subsection. However, even if not stated expressly, there are sound reasons (and sometimes legal obligations) to consider such interim measures.~~

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## G. Substitution of Parties

If a complaint or other report is initially submitted to the District by someone who is not claiming to have been personally harmed or victimized by the alleged conduct or challenged policy (such as a witness or a person who received a third-party account of an incident or allegation), the District reserves discretion, for purposes of these procedures and to the extent permitted by law, to substitute the actual party in interest in place of the person who initially submitted the complaint or report. The District will inform the person who initially submitted the complaint or report of any such decision to substitute the actual party in interest as the complainant. ~~Editor's Note: Some districts may elect to exclude this subsection.~~

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## H. Authority to Dismiss Complaints or Specific Allegations

The District retains discretion to dismiss a complaint, or specific allegations, without completing the steps of these complaint procedures for any of the following reasons:

1. The allegations, in whole or in part, raise issues over which the District does not have authority or jurisdiction or that are not amenable to a resolution through these procedures;
2. Mootness (e.g., a challenged policy or practice has been changed);
3. The District determines that specific circumstances prevent the District from gathering evidence that is sufficient to reach a determination regarding the allegations;
4. Due to a lack of timeliness (e.g., an unreasonable or prejudicial delay in reporting);
5. Abuse of process; or
6. The complainant requests to withdraw the complaint and the District consents.

A decision to dismiss a complaint or any allegations for purpose of these complaint

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procedures does not prevent the District from otherwise addressing a matter through other processes.

An actual party in interest may, within ~~insert a time limitation – e.g., choose either “[5] business days” or “[10] calendar days”~~ of being notified of a dismissal decision, submit a written request to the District Administrator asking for the District Administrator to review/reconsider such decision.

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## I. Modification of Procedures to Address Conflicts

In all cases, these procedures shall be implemented in a manner that avoids conflicts of interest, including but not limited to situations where one of the individuals acting on behalf of the District in the resolution process is alleged to have engaged in the conduct that is the basis for the allegations. The primary means of avoiding conflicts is to substitute different individuals in place of any individual who has a conflict of interest. Provided that the District Administrator is not personally affected by a conflict of interest, all concerns with conflicts of interest or potential conflicts of interest shall be brought to the attention of the District Administrator, and the District Administrator is authorized to direct or approve such substitutions if he/she determines that it is necessary or appropriate to do so.

If a report or complaint alleges that the District Administrator has engaged in the improper conduct that is the basis for the allegations, or if the District Administrator or School Board determines that the administrator is affected by some other material conflict of interest, a designated nondiscrimination coordinator or the District Administrator shall forward the complaint or report to the Board President. The Board President shall engage District legal counsel for the purpose of formulating a recommendation on any modifications to these procedures that may be appropriate to address the District Administrator's conflict of interest. Such recommendation may include the appointment of an outside investigator, and the Board President is authorized to appoint/engage such an outside investigator. When the District Administrator is affected by a conflict of interest, the Board President is also authorized to assign an individual to serve as the complaint manager for any formal investigation (see below) and to perform any other responsibility that these procedures assign to the District Administrator, including, upon advice of counsel and with notice to the Board, making decisions regarding the dismissal of a complaint. In addition, in any case where the District Administrator is alleged to have engaged in the conduct that is the basis for the allegations, the Board shall automatically serve as the body that, following an investigation, makes a determination regarding any allegations of misconduct on the part of the District Administrator. Any appeal of the Board's decision shall be treated as a request for reconsideration and final decision by the Board.

Beyond the modifications identified in this section, any additional modifications of these procedures that are deemed necessary or advisable in order to address conflicts of interest shall be approved by the Board.

## III. **Informal Resolution (other than for complaints or other reports of possible sex discrimination)**

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## that are subject to Title IX)

### A. Conditions on the Use of Informal Resolution

The District permits, but does not require, attempts to informally resolve complaints and other reports of information regarding (1) possible employment-related discrimination, harassment, or retaliation, or (2) other claims or allegations that are addressed under these procedures. However, both of the following conditions apply:

1. If any such complaint or other report relates to conduct that reasonably may constitute sex discrimination (including retaliation) prohibited under federal Title IX, informal resolution may be attempted only if the attempt at informal resolution is conducted pursuant to the federal Title IX regulations and the District's separate grievance procedures for Title IX complaints.
2. No person is required to participate in an informal resolution process (i.e., if such a process is offered, then participation is voluntary). A person who initially agrees to participate in an informal resolution process may withdraw from the process prior to its conclusion without penalty.

### B. Description of the Process

1. An attempt to reach an acceptable informal resolution may be initiated at any point after the District has been notified of a report or complaint that would otherwise be resolved using the formal investigative and decision-making steps defined below, including after a formal investigation has been initiated.
2. Although various administrators/supervisors may be involved in attempting an informal resolution, an appropriate nondiscrimination coordinator should still be notified of the complaint or report and involved in the decision to offer/pursue an informal resolution.
3. An informal resolution process is intended to be flexible, but generally includes any process that departs from the formal investigative and decision-making steps defined below. For example, an informal resolution may involve calling resolution meetings, gathering relevant information (e.g., regarding requested remedies), seeking agreement on facts that are not in dispute, holding mediated resolution sessions, and/or offering one or more options for changes to the relevant circumstances.
4. Attempts at informal resolution may resolve some, all, or none of the issues/allegations submitted for resolution. Any unresolved issues and allegations may proceed to be further processed under these procedures.
5. The person(s) facilitating the informal resolution process on behalf of the District shall document the allegations/issues that were submitted for attempted resolution and the outcome of the process. If such documentation is prepared by another person, the record shall be provided to the appropriate nondiscrimination coordinator.

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## IV. Formal Complaint Investigation and Determination Procedures (other than for complaints of possible sex discrimination under Title IX)

The formal complaint procedures listed below shall be initiated based on a written statement of a complaint that documents the relevant claims/allegations. The written statement may be a statement that was submitted by a complainant (or a complainant's legally-authorized representative) or a statement that is prepared by a District-designated nondiscrimination coordinator or a designee (e.g., documenting a verbal complaint). If necessary, the written statement may be amended during the process, or the District may otherwise inform the parties of any clarifications of or changes to the claims or allegations under investigation. When processing a discrimination complaint, the District reserves discretion to concurrently investigate and reach determinations regarding reasonably related allegations of misconduct or policy violations.

The District will normally attempt to make an initial determination of a complaint under these procedures within 90 days of the date that a District-designated nondiscrimination coordinator, or an administrative-level designee of the coordinator, is first notified of the claims/allegations. However, the District may determine that there is a legitimate need to extend the normal timeline and shall notify the relevant parties of any such extension.

**Step 1:** The District will designate a complaint manager, who will normally be one of the District's designated nondiscrimination coordinators. The complaint manager will be the primary point of contact regarding the complaint for the relevant parties, ensure that appropriate communications from the District are provided to the parties, and ensure appropriate record-keeping in connection with the complaint process.

**Step 2:** In consultation with the complaint manager, the ~~insert at least two position(s) that will have this authority – e.g., "the District Administrator or the Director of Human Resources"~~ or their administrative-level designee shall assign one or more individuals to conduct an investigation of the claims/allegations and to make a determination of the merits of the matter at this Step.. The complaint manager shall ensure that the District provides the appropriate parties with written notice of the initial administrative determination of the complaint.

Depending on factors such as the authority of the person assigned to make the initial determination of the complaint, the specific nature of the allegations, and the application of confidentiality laws, a determination that any allegation of discrimination, retaliation, or other misconduct or violation has been substantiated (in whole or in part) may or may not identify specific remedies for the aggrieved party, disciplinary sanctions, or other consequences (or recommendations for such actions). For example, it may be necessary or appropriate in some cases for the determination to include the conclusion that a person responsible for substantiated discrimination or any other misconduct or violation shall be referred to appropriate District officials for follow-up decisions based on the determination.

**Step 3:** If any complainant or alleged responsible party under the complaint is dissatisfied

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with the determination reached at Step 2, the individual may, within 14 calendar days of the date that the District issues notice of the initial determination, 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.) The request for reconsideration shall state the specific reason(s) why the party believes the administrative determination should be modified.

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1. Prior to reaching a decision that would modify relevant findings of fact or the initial conclusions regarding responsibility for any discrimination, misconduct, or other violation, the District will give the other relevant parties to the matter at least 5 calendar days to submit a statement regarding the asserted grounds for the modification(s). To the extent remedies or sanctions were part of the initial determination and are the subject of a request for reconsideration, a similar opportunity for a party to submit such a statement shall be given regarding possible changes to remedies or sanctions that directly affect that party.
2. The District Administrator will normally issue a written decision on reconsideration to the parties within 30 calendar days unless further investigation is initiated and/or the District Administrator determines that an extension of time is otherwise needed. The District shall notify the parties of any extension of the 30-day timeline.

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**Editor's Note: There are advantages and disadvantages to defining/limiting the potential scope of requests for reconsideration (i.e., intra-district appeals), and the analysis related to such reconsideration/appeal opportunities within discrimination complaint procedures has changed as a result of the 2024 Title IX regulations. In particular, the 2024 Title IX regulations provide that with respect to complaints of sex discrimination processed under Title IX grievance procedures a school district "must 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." 34 C.F.R. §106.45(i). This means, for example, that if the district permits an appeal to the school board under these general complaint procedures, then the district's separate Title IX grievance procedures (e.g., under PRG topic 113) must likewise permit an appeal to the school board—which may in turn require the district provide Title IX training to school board members. The scope of appeals for discrimination complaints may be an issue on which districts may wish to seek legal advice.)<sup>1</sup>**

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*Insert if, after considering the editor's note immediately above, the district desires to allow*

<sup>1</sup> The Title IX regulations at 34 CFR 106.45(i) require that districts offer the parties to Title IX complaints an appeal process that is at a minimum the same as it offers in other comparable proceedings. The Title IX regulations also require that district representative participating in the training process receive Title IX training. If the Title IX complaint process included an appeal to the school board, board members would need to receive Title IX training. The PRG 113 policy (you number it 413/513) ends appeals with the district administrator. I deleted the board appeal step of the 511 complaint procedure to align this policy with your Title IX 413/513 policy.

# EMPLOYMENT DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURES

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~~an appeal to the school board:~~

~~**“Step 4:** If any complainant or alleged responsible party is dissatisfied with the determination reached at Step 3, the party may appeal the Step 3 determination to the School Board. If no appeal is filed at this step, the decision at the previous step shall stand as the final decision of the District.~~

- ~~• Any appeal to the Board shall be filed in writing within [14 calendar days] of the date that the District issues notice of the Step 3 determination. The appeal shall be filed at the Office of the District Administrator, addressed to the attention of the ["Board President and Board Clerk"] with a copy directed to the attention of the District Administrator. (The notice of appeal may be filed as an email that is sent the District-issued email addresses of the relevant officials.) The notice of appeal must state the specific reason(s) why the party believes the Step 3 determination should be modified.~~
- ~~• [Insert only if the school board includes "Step 4" and also desires to limit the scope of such appeals: "Although the Board reserves ultimate discretion to modify any remedies, sanctions, or other responsive actions, the Board will not modify the determination of the merits of the complaint (i.e., whether prohibited discrimination, retaliation, or some other misconduct or violation occurred) through this complaint procedure unless the record demonstrates (1) that the determination was affected by a material conflict of interest or undue bias; (2) that there was a clear legal or procedural error that affected the outcome; or (3) that a material factual determination was clearly erroneous or can be affirmatively disproven by new evidence that was not available at the time of the earlier determination. A finding of fact is "clearly erroneous" only if the body determining the appeal, based on a review of the entire record, is left with the definite and firm conviction that a mistake has been committed. However, where there are two plausible and permissible views of the evidence, the initial fact-finder's choice between them cannot be clearly erroneous."]  
**(Editor's Note: Districts may wish to obtain legal advice surrounding the scope of any appeals that are permitted to be pursued at the board level.)**~~
- ~~• Prior to issuing a decision that would modify the determination, the District will give any other parties to the matter at least [5] calendar days to submit a written statement regarding the asserted grounds for the appeal.~~
- ~~• The Board will meet to determine the appeal and will issue a written response to the appeal. Unless otherwise directed by the Board, an appeal to the Board shall not involve any further investigation of the matter or any in-person appearances by the parties."~~

~~**(END of the optional "Step 4" appeal to the school board.)**~~

V. ~~External Agency or Court Filing~~

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# EMPLOYMENT DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURES

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If a complainant is not satisfied with the District's decision, or in lieu of or in addition to utilizing the internal complaint procedures established by this procedure, the complainant may pursue alternate actions that may be available under state or federal law (e.g., filing an appeal to State Superintendent of Public Instruction in appropriate cases, or filing a complaint with the Equal Rights Division of the Department of Workforce Development, with the U.S. Department of Education's Office for Civil Rights—Region V, and/or with any court or agency having proper jurisdiction). Any party with a complaint is responsible for determining the applicable outside agencies or courts with which a complaint may properly be filed and the applicable filing deadlines and procedures. While it is not always necessary to pursue an internal complaint before filing a complaint with an external agency or court, the failure to follow an employer's internal procedures for giving notice of incidents and complaints can, in some cases, affect the individual's ability to seek remedies from an external agency or court. Unless mandated by a state or federal statute or regulation, pursuing an internal complaint under these procedures does not extend or delay the filing deadlines applicable to filing a complaint with an external agency or court. ~~Editor's Note: Some districts may elect to exclude this section.~~

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## VI. Maintenance of Complaint Records

~~Editor's Note: Some districts may elect to exclude this section, but excluding the statements does not eliminate the district's public records obligations with respect to any relevant records that are created or the district's obligations to create and maintain certain records under specific state or federal laws (e.g., the Title IX regulations).~~

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The District shall maintain records for each complaint or other report that is processed under these procedures. Such records shall identify at least the following:

1. The date the complaint or other report was first received by the District.
2. The identity of the person submitting the report or complaint and the identities of the actual parties in interest to any complaint, if known.
3. The claims or allegations made in the report or complaint and any other allegations that are presented or investigated in connection with the report or complaint.
4. *Insert if the district has retained the section regarding "interim measures," as found above in this sample: "Documentation of any interim measures implemented by the District under these procedures."*
5. Documentation of the outcome of any informal resolution process that was attempted.
6. A record of the determination of a complaint, including any dismissals, any initial determination(s) on the merits, and any determination(s) made in connection with an appeal, including the identity of the relevant decision-makers.
7. Any remedies, sanctions, or other responsive actions that are granted/imposed/implemented following a determination that substantiates any claims or allegation(s).
8. Such other records as may be required by any applicable state or federal law.

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Retention of the records and the retention of any personally-identifiable information within such records shall be governed by applicable laws and by applicable District records retention policies.

**Cross References:** WASB PRG 511 Sample Rule 1

**Adoption Date:** 10/9/89

**Revised:** 8/12/91  
5/11/92  
March 1994  
September 1995  
April 2002  
August 2020

# COMPLAINT FORM TO REPORT EMPLOYMENT DISCRIMINATION, HARASSMENT OR WORKPLACE BULLYING

511-Exhibit

Waukegan Community School District

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*(The following is a sample form to use in reporting complaints of employment discrimination, harassment, workplace bullying, retaliation, or other violation of the district's equal opportunity employment policy. It can be used for filing complaints under Policy 511 and Policy 512.)*

## Complaint of employment discrimination, harassment, workplace bullying, retaliation, or other violation of School Board Policy 511 or 512

(please print clearly, complete all lines, and attach additional sheets where necessary)

1. Name, Telephone Number, and Mailing Address of the Individual Filing the Complaint:	
2. This complaint concerns (check all that apply): <ul style="list-style-type: none"> <li><input type="checkbox"/> Discrimination against or the harassment of an individual based on the individual's legally-protected status (e.g., race, sex, age, disability, religion, etc.)</li> <li><input type="checkbox"/> Inappropriate retaliation taken against an individual, in violation of a law or a District policy</li> <li><input type="checkbox"/> Workplace harassment or bullying that is based on a factor (such as personal animosity) other than a person's legally-protected status</li> <li><input type="checkbox"/> Other: _____</li> </ul>	4. What is the name of <b>each</b> person who is the alleged target or victim of the improper conduct identified in this complaint? _____ _____ _____
3. Does this complaint allege a violation of law or District policy that is based upon, or that has occurred because of, any individual's legally-protected status (e.g., race, sex, age, disability, religion, etc.)? <ul style="list-style-type: none"> <li><input type="checkbox"/> No.</li> <li><input type="checkbox"/> Yes. List <b>each</b> protected status/category that you feel is relevant to the allegations made in this complaint:                      _____                      _____                      _____</li> </ul>	5. Is each person who you identified in response to Question 4, above, either an employee of the District, a former employee, or an applicant for employment with the District? <ul style="list-style-type: none"> <li><input type="checkbox"/> Yes.</li> <li><input type="checkbox"/> No. Please explain any exceptions. _____                      _____                      _____</li> </ul>
	6. Identify the approximate <b>date(s)</b> that the relevant events occurred (or, if the concern is ongoing, identify the date that the events/conduct began). Please use mm/dd/year format. _____
	7. To your knowledge and in relation to this complaint, <b>is anyone's health or safety in imminent danger</b> such that you believe immediate action is needed to alleviate that danger? <ul style="list-style-type: none"> <li><input type="checkbox"/> No.</li> <li><input type="checkbox"/> Yes. Please identify the person(s) and indicate whether you have contacted law enforcement:                      _____                      _____                      _____</li> </ul>
8. Please list any <b>district officials, administrators, or supervisor(s)</b> who you allege are responsible parties in connection with this complaint (if any): _____	
9. List any other <b>school district employees</b> who you allege are responsible parties in connection with this complaint (if any): _____	

# COMPLAINT FORM TO REPORT EMPLOYMENT DISCRIMINATION, HARASSMENT OR WORKPLACE BULLYING

511-Exhibit

Waukegan Community School District

Page 2 of 3

<p>10. List any <b>other persons</b> who you allege are responsible parties in connection with this complaint (if any), indicating his/her role (e.g., "John Smith (volunteer coach)"): _____</p>
<p>11. Please list known <b>witnesses to key events</b>, indicating whether they are an employee, student, parent, etc. (e.g., "John Smith (employee)"): _____ _____ _____</p>
<p>12. Please describe the <b>basic nature of the complaint/allegations</b> and identify the issue(s) to be resolved (e.g., identify what happened, when it happened, who was involved, whether it is an ongoing problem, etc.):</p>
<p>13. Please identify the <b>relief or remedy</b> that you would like the School District to provide in order to resolve this complaint:</p>
<p>14. Have you already attempted to address this matter informally with a supervisor, administrator, or any of the responsible parties? <input type="checkbox"/> No. <input type="checkbox"/> Yes. Please describe those attempts and identify the outcome/response to date: _____ _____ _____</p>
<p>15. Please <b>sign and date</b> this form (for complaints submitted by multiple people, please submit separate forms or add an additional signature page). Your signature is your assurance that the information provided in this complaint is complete and accurate to the best of your knowledge.</p> <p>_____ Signature Date</p>

### Lines below are for school district office use only

<p>1. Identify the <b>name and title</b> of the person who received this form on behalf of the School District, and identify the <b>date of receipt</b>:</p> <p>_____ Name Title Date of Receipt by the District</p>
--

# COMPLAINT FORM TO REPORT EMPLOYMENT DISCRIMINATION, HARASSMENT OR WORKPLACE BULLYING

511-Exhibit

Waukegan Community School District

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<p>2. Identify the method of receipt:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Hand delivery</li> <li><input type="checkbox"/> U.S. mail</li> <li><input type="checkbox"/> Email</li> <li><input type="checkbox"/> Inter-office mail</li> <li><input type="checkbox"/> Other _____</li> </ul>	<p>3. By number, identify the items on this form (if any) which were <u>blank</u> at the time the form was initially filed with the District:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>4. Identify the <b>supervisor(s) or administrator(s)</b> who have been notified of the District's receipt of this complaint as of the date of receipt:</p>	<p>5. Identify the <b>supervisor or administrator</b> who is assigned primary responsibility for providing an initial administrative response to the complaint:</p>
<p>6. Other information the District wishes to document related to the receipt of this complaint:</p>	

## Cross References:

WASB PRG 511 Sample Exhibit 1

## Adoption Date:

# HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS

Waukegan Community School District

## Policy 512

Page 1 of 4

*{This sample policy has been written to coordinate with PRG 511 Sample Policy 1 (as well as 511 Sample Policy 2) and with the complaint procedures found in PRG 511 Sample Rule 1. This sample policy defines and provides examples of unlawful harassment as a form of employment discrimination under state and federal law, specifically including sexual harassment and the creation of a hostile work environment based on any legally-protected classification. A policy that defines harassment and provides specific examples of prohibited conduct is recommended because, in some cases, employer liability depends on the extent to which the employer took reasonable steps to prevent and correct harassing conduct. Adopting such a policy, particularly if the policy is well-communicated to employees and supported by training activities and an effective complaint procedure, is one way to show that the district has taken such steps.*

**IMPORTANT:** *This sample assumes that the district is adopting and implementing the PRG sample policies under topic 113 and topic 511 that have been updated in 2024 to reflect the 2024 federal Title IX regulations.*

This policy addresses unlawful, employment-related harassment that is based on a person's legally-protected status or classification. Such harassment is also prohibited by the District's equal employment and nondiscrimination policy, but benefits from further definition and attention. *Include for emphasis, if desired: "It is important, for example, for District employees at all levels to be able to identify different types of unlawful harassment, to understand their right to be free from all forms of unlawful harassment, and to clearly understand that the District imposes an expectation and responsibility on every employee — not just supervisors and administrators — to avoid engaging in conduct that constitutes or that could directly contribute to a finding of unlawful harassment in the workplace. The District prohibits all such conduct not only because of the District's legal obligations, but also because such conduct is detrimental to the educational and working environment and to the well-being of District employees."*

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**Defining and Identifying Harassment in the Workplace.** Although different state and federal laws establish different standards to define conduct that does (or does not) constitute unlawful harassment in the employment context, harassment generally includes conduct that:

1. Is based, in whole or in part, on the person's race, color, ancestry, national origin, citizenship, sex, sexual orientation, marital status, pregnancy, age, disability, religion, creed, or other legally-protected status; **and**
2. Is sufficiently severe or pervasive such that it: (a) creates an intimidating, hostile, or offensive work environment; (b) improperly interferes with a person's ability to perform their job; **or** (c) otherwise adversely affects a person's employment opportunities.

In addition:

- Prohibited harassment can occur as a result of a single, severe incident or as a result of a pattern of behavior.
- The harasser may be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.

# HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS

Waunakee Community School District

Policy 512

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- Harassment can occur at an employee's workplace, or, provided that there is a legally-sufficient connection to the workplace, when an employee is off duty or away from work.
- An employee who is affected by harassing conduct can be a victim of harassment (e.g., a hostile work environment) even when he/she is not the direct target of the harassment.
- "Sexual harassment," in the employment context, includes unwelcome physical or verbal conduct or unwanted communication that is of a sexual nature or otherwise on the basis of sex, whether directed at a person of the same or opposite gender as the harasser, when any of the following apply:
  - submission to such conduct is made, either explicitly or implicitly, a term or condition of a person's employment or advancement, including conditioning any aid, benefit or service on a person's participation in or submission to such conduct; or
  - submission to or rejection of such conduct is used as the basis for employment decisions; or
  - such conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.
- As specifically defined and prohibited under the federal Title IX regulations (see 34 C.F.R. §106.02), "sex-based harassment" means sexual harassment and other harassment on the basis of sex, including conduct within any District program or activity that **either** (1) involves a District employee, agent of the District, or other person with a District-authorized role who conditions the provision of an aid, benefit, or service of the District on another person's participation in unwelcome sexual conduct; (2) is unwelcome sex-based conduct that, based on the totality of the circumstances, creates a hostile environment; **or** (3) constitutes sexual assault, stalking, dating violence, or domestic violence as those terms are further defined under the Title IX regulations. *If desired, insert the following sentence to further capture the details of the express definition of sex-based harassment that is established in the 2024 Title IX regulations: "Under the federal Title IX regulations, harassment on the basis of sex includes harassment on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity."*
- Harassment is defined primarily by the characteristics and effects of the behavior, and such considerations can outweigh any asserted lack of intent to harass.
- When determining whether alleged harassment is sufficiently severe or pervasive to (1) substantially interfere with an employee's work performance, or (2) create an intimidating, hostile, or offensive work environment, the conduct in question is evaluated from the objective standpoint of a "reasonable person."

**Examples.** Some examples of inappropriate, prohibited conduct that could constitute harassment or directly contribute to the creation of a hostile or offensive work environment under this policy include the following:

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# HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS

Policy 512

Waukegan Community School District

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- Deliberate, repeated, or otherwise severe verbal or written comments that insult, degrade, or stereotype an employee or group of employees because of any legally-protected status or classification. This might include the use of slurs, epithets, name calling, ridicule, mockery, insults, put-downs, or offensive jokes.
- Threats, intimidation, or physical assaults that have a connection to a person's legally-protected status.
- Posting, displaying, or circulating any written or graphic materials, sound or video recordings, or any electronic or other materials or objects that attack, mock, belittle, or show hostility toward an employee or group of employees based on a legally-protected status.

Examples of inappropriate, prohibited conduct in the workplace that may constitute or contribute to a finding of unlawful sexual harassment include, but are not limited to, the following: (1) lewd or sexually suggestive comments; (2) the use of sexual innuendo; (3) unwelcome touching; (4) unwelcome romantic advances or propositions; (5) offensive language or jokes of a sexual nature; (6) the display or distribution of sexually-explicit content that lacks a sufficiently legitimate purpose; or (7) any other verbal, written, graphic, or physical conduct or communication that attacks, mocks, belittles, or shows hostility toward an employee due to his/her sex, gender, or lack of conformity to gender stereotypes.

**Applicability of Nondiscrimination Policies; Reports of Complaints of Harassment.** Unlawful harassment that is based on a legally-protected status is a form of discrimination. As a result, ~~Board Policy 113-413/513 (Nondiscrimination in District Programs, Activities and Operations) and Board Policy 511 (Equal Opportunity Employment and Nondiscrimination)~~ apply in full to this policy. Accordingly, any report or complaint of possible harassment or conduct that may constitute or contribute to a finding of prohibited harassment, as well as any formal complaint of Title IX sexual harassment, may be submitted to the District as further provided under those other nondiscrimination policies. In addition, any questions or concerns about workplace-related harassment may be brought to the attention of one of the nondiscrimination coordinators identified in ~~Board Policy 113-413/513 or Board Policy 511~~. **Editor's Note: This paragraph assumes that the district has adopted one or both of the broad nondiscrimination policies that are incorporated into this policy by reference and that such other policies sufficiently address the filing of reports or complaints, the designation of nondiscrimination coordinators, etc. Ensure that the district has, in fact, adopted those related policies and policy provisions.**

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## Legal References:

- Wisconsin Statutes**
- [Subch. II of Chapter 111](#) [the state fair employment and nondiscrimination statutes, including specific prohibited bases of discrimination]
  - [Section 111.32\(13\)](#) [state law definition of sexual harassment in employment]
  - [Section 118.195](#) [discrimination against handicapped teachers]
  - [Section 118.20](#) [teacher/administrator discrimination prohibited]

## Federal Laws and Regulations

# HARASSMENT BASED ON A LEGALLY-PROTECTED STATUS

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Policy 512

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See the federal references for Policy 511–Equal Opportunity Employment and Nondiscrimination

## Cross References:

[WASB PRG 512 Sample Policy 1](#)

*{insert appropriate cross references to the policy as applicable to your district.}*

**Adoption Date:** 4/22/91

**Revised:** 5/11/92  
March 1994  
September 1994  
September 1995  
April 1999  
March 2002  
April 2002  
February 2019

# WORKPLACE VIOLENCE, THREATS, INTIMIDATION, AND HARASSMENT

Policy 522.3

Wauwaukee Community School District

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*(This sample policy addresses incidents and allegations of workplace violence, threats, intimidation, and harassment that are NOT based on a legally-protected status.)*

The District's goal and expectation is that District officials and employees will maintain a safe, professional, and productive workplace environment that models and contributes to the high-quality learning environment that the District strives to create for District students and for the District's educational programs. In order to create and maintain such a workplace environment, the District places a number of conduct expectations on all District employees, including but not limited to the prohibitions against violence, threats, intimidation, and harassment found in this policy.

Accordingly, the District prohibits all of the following:

1. All forms of workplace violence and threatened workplace violence, such as any of the following:
  - a. Striking, shoving, or kicking another person.
  - b. The infliction, attempt to inflict, or threat to inflict damage to property or any type of physical harm or injury to others, by any means.
  - c. Confining a person against their will or applying any restraint lacking a legitimate purpose that inappropriately limits a person's freedom of movement.
  - d. Any conduct that constitutes a violent crime, as defined under section 939.632(1)(e) of the state statutes.
2. Conduct that occurs out of anger or loss of temper, out of animosity/dislike of another person, or in the context of an interpersonal conflict, that exhibits an intentional, reckless, or negligent disregard for the health, safety, or property of others or for the District's ability to maintain a safe, professional, and productive workplace environment.
3. Any spoken, nonverbal, or physical behaviors or any communications that, by intent or as a reasonably foreseeable consequence (a) inappropriately threaten, intimidate, degrade, harass, or ostracize another person; (b) create an objectively hostile or intimidating work environment; or (c) otherwise unreasonably interfere with District operations or with the work, safety, or well-being of a District employee or another person who is present in a District workplace. When making determinations with regard to allegations of such conduct or communications, the District will consider the severity of any individual incidents, the cumulative effects of multiple incidents, and the extent to which the conduct lacks any legitimate purpose.

Any person who is determined to be responsible for a violation of this policy is subject to appropriate disciplinary action (up to and including possible termination for a District employee) and/or other appropriate consequences that are within the District's lawful authority.

## **Scope and Application of Policy**

1. In addition to conduct by employees, the District retains all lawful authority to receive reports of, investigate, intervene in, and implement an appropriate response to allegations of

# WORKPLACE VIOLENCE, THREATS, INTIMIDATION, AND HARASSMENT

Policy 522.3

Waunakee Community School District

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conduct by any non-employee (e.g., contractors, volunteers, vendors, parents, visitors, former employees, etc.) whose conduct occurs in or affects a District workplace and that may constitute a violation of this policy.

2. Where there is a sufficient connection to a person's District employment or to a District workplace, the prohibitions identified in this policy may be applied to conduct that occurs away from a District workplace, including while an employee is off duty.
3. To the extent relevant to the alleged offense, and taking into account the totality of the circumstances, the District will evaluate alleged misconduct under this policy based on the reasonably foreseeable effect(s) of the conduct on a reasonable person.
4. This policy is not intended to prohibit or limit reasonable supervisory employment practices, which may include, as examples, (a) the monitoring, observation, and evaluation of an employee's work and conduct; (b) the provision of evaluative feedback; (c) the establishment or documentation of expectations for changes to an employee's behavior, practices, or procedures; and (d) the identification or imposition of negative consequences. Although an employee may sometimes find such supervisory actions to be stressful or upsetting, those actions are not a violation of this policy unless some additional inappropriate element exceeding the boundaries of reasonableness is involved.
5. Even though such conduct can still be a legitimate focus of supervisory/administrative inquiry and possible intervention, not all workplace behavior that (a) hurts a person's feelings; (b) is a manifestation of an interpersonal conflict; or (c) is in some way unkind or upsetting to someone amounts to a violation of the conduct expectations that are the primary focus of this policy.
6. Depending on the totality of the circumstances, the use of profane language or gestures can violate the conduct guidelines established by this policy. Further, profanity is very rarely tolerable in a District workplace due to the educational mission of the District, the District's expectation that employees should model desired behaviors for students, and the unpredictable effects that profanity can have on others. Employees who use profane language or gestures do so at the risk of possible discipline.

~~***{Editor's Note: The remainder of this policy could be converted into a rule under this policy (i.e., 522.3-Rule. If a district elects to create such a rule, the district should add the following statement to conclude the policy: "Violations of this policy shall be reported to law enforcement to the extent required by law. Complaints and reports alleging violations of this policy may be submitted to the District and shall be addressed by the District as provided in procedures developed under this policy."}***~~

## **Complaints and Reports of Alleged Violations of this Policy**

1. Any District employee who has knowledge of a threat of workplace violence under this policy shall, as a first priority, take reasonable steps to secure their immediate personal safety and evaluate their possible statutory obligation to immediately submit a report to law enforcement regarding a threat of violence in a school or targeted at a school.

# WORKPLACE VIOLENCE, THREATS, INTIMIDATION, AND HARASSMENT

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- a. Even if it is determined that there is no statutory reporting obligation, any District employee is permitted to report possible criminal conduct to law enforcement.
  - b. An employee who reports an incident or threat under this policy to law enforcement shall, as soon as practicable thereafter, inform at least one of the following administrators of the nature of the report and the related circumstances: ~~identify the appropriate position(s) – e.g., “the District Administrator, the Director of Human Resources, the District Safety Coordinator, or, if none of the foregoing are reasonably available, to a school principal or to the head of any District department”].~~ **{Editor’s Note: Coordinate the position titles listed in this paragraph with any similar provision found in any district policy or school safety plan provision that more generally addresses the mandatory reporting obligation under [section 175.32](#) of the state statutes.}**
2. Regardless of whether a report has been made to law enforcement and regardless of the identity of any potential victim or target, all District employees are required to report known, suspected, or threatened instances of physical violence in the workplace to one of the following administrators as soon as reasonably possible: ~~identify the appropriate position(s) – e.g., “the District Administrator, the Director of Human Resources, the District Safety Coordinator, or, if none of the foregoing are reasonably available, to a school principal or to the head of any District department”].~~ **{Editor’s Note: Coordinate the position titles listed in this paragraph with any similar provision found in any district policy or school safety plan that more generally addresses the mandatory reporting obligation under [section 175.32](#) of the state statutes.}**
  3. Any person may submit any other reports or complaints regarding known or alleged violations of this policy to any of the following administrators: ~~identify the appropriate position(s) – e.g., “the District Administrator, the Director of Human Resources, the District Safety Coordinator, the District’s Equal Employment Opportunity Coordinator, or, if none of the foregoing are reasonably available, to a school principal or to the head of any District department”].~~ The person submitting the report or complaint is encouraged to verify that it was received if they do not receive a reasonably prompt acknowledgment.
    - a. The preferred method of submitting such a report or complaint is in writing, including by an email sent to the appropriate employee’s District email address.
    - b. Verbal reports and complaints are also acceptable, but there can be a greater need for the individual to be clear about the nature of the complaint/concern and their expectation for follow-up.
  4. General questions or concerns related to this policy should be directed to any of the following administrators: ~~identify the appropriate position(s) – e.g., “the Director of Human Resources; **7** the District’s designated Equal Employment Opportunity Coordinator, or the District Administrator”].~~
  5. The District prohibits retaliation against any employee who, acting in good faith, submits or otherwise participates in the investigation, processing, or resolution of a report or complaint under this policy.

## **Addressing Alleged Violations of this Policy**

# WORKPLACE VIOLENCE, THREATS, INTIMIDATION, AND HARASSMENT

Policy 522.3

Waunakee Community School District

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Under the supervision of ~~insert relevant position(s) – e.g., “the District Administrator, the Director of Human Resources, and the District’s Equal Employment Opportunity Coordinator”~~, the administration shall ensure that the District takes prompt and appropriate action in response to any complaints or reports that identify or allege a violation of this policy.

1. Priority Evaluation of Threats to School/Employee Safety. As a first priority when receiving a report or complaint of workplace violence, or threatened workplace violence, under this policy, the administration shall promptly evaluate and process such incidents, reports, or complaints according to the District’s school safety plan and under any other established procedures for responding to an imminent or ongoing safety concern.
2. General Complaint Processing. Because of the wide range of conduct that is potentially subject to analysis under this policy and due to the varying degrees of the seriousness of possible allegations, the School Board directs the administration to apply a principle of proportionality to the investigation and complaint-processing procedures that are used to address observations, reports, or complaints of possible violations of this policy. In determining a proportional response, the administration shall observe the following guidelines:
  - a. The administration shall utilize the complaint-processing procedures that the District has established under its Equal Opportunity Employment and Nondiscrimination policy to process any complaint that alleges a possible violation of this policy and that also involves an allegation of, or any administratively-identified substantial evidence of, possible unlawful employment discrimination (including unlawful harassment that is based on a legally-protected status).
  - b. The administration may choose to utilize the complaint-processing procedures that the District has established under its Equal Opportunity Employment and Nondiscrimination policy to process other complaints alleging a violation of this policy, even though there is no allegation or substantial evidence that the alleged conduct may have been based on a status or classification that is protected under the state or federal employment discrimination laws.
  - c. At a minimum, a person who submits a written complaint alleging a possible violation of this policy shall be entitled to (1) present their allegations to an administrator who is charged with providing an initial administrative response to the allegations; (2) the receipt of an initial administrative response; and (3) an opportunity to appeal the initial administrative determination to the District Administrator for review or reconsideration.
3. Coordination with Law Enforcement. When an allegation of misconduct under this policy may also constitute a crime, the administration, in consultation with District legal counsel as needed, is expected to make reasonable efforts to coordinate the District’s processing of the matter with any related law enforcement proceedings.

## Legal References:

### Wisconsin Statutes

[Subch. II of Chapter 111](#) [the state fair employment and nondiscrimination statutes, including specific prohibited bases of discrimination]

# WORKPLACE VIOLENCE, THREATS, INTIMIDATION, AND HARASSMENT

Policy 522.3

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<a href="#">Section 111.32(13)</a>	[state law definition of sexual harassment in employment]
<a href="#">Section 118.195</a>	[discrimination against handicapped teachers]
<a href="#">Section 118.20</a>	[teacher/administrator discrimination prohibited]
<a href="#">Section 175.32</a>	[mandatory reporting of threats of school violence]
<a href="#">Section 939.632</a>	[violent crime in a school zone]
<a href="#">Section 940.32</a>	[stalking as a criminal offense]
<a href="#">Section 947.0125</a>	[unlawful use of electronic communications]
<a href="#">Section 947.013</a>	[harassment prohibited]
<a href="#">Section 947.019</a>	[threats of death, bodily harm, or damage to property affecting school premises and in other circumstances]

## Federal Laws and Regulations

See federal references for Policy 511 (equal opportunity and nondiscrimination)

## Cross References:

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

## Adoption Date:

**RESOLUTION AUTHORIZING TEMPORARY BORROWING  
IN AN AMOUNT NOT TO EXCEED \$13,200,000;  
ISSUANCE OF TAX AND REVENUE  
ANTICIPATION PROMISSORY NOTES;  
AND PARTICIPATION IN THE PMA LEVY AND  
AID ANTICIPATION NOTES PROGRAM**

WHEREAS, the Waunakee Community School District, Dane County, Wisconsin (the "District"), is temporarily in need of funds in the amount not to exceed \$13,200,000 to meet the immediate expenses of operating and maintaining the public instruction in the District during the current school year and in anticipation of taxes, state aids, income, revenue, cash receipts and other monies to be received by the District for the current school year;

WHEREAS, school districts are authorized by the provisions of Section 67.12(8)(a)1, Wisconsin Statutes, to borrow money and issue tax and revenue anticipation promissory notes for such public purposes;

WHEREAS, the School Board deems it necessary and in the best interest of the District that funds be borrowed and tax and revenue anticipation promissory notes be issued pursuant to the provisions of Section 67.12(8)(a)1, Wisconsin Statutes;

WHEREAS, in accordance with Section 67.12(8)(a)1, Wisconsin Statutes, the total amount borrowed shall be for the purpose of meeting the immediate expenses of operating and maintaining the public instruction in the District during the current school year, shall not exceed one-half of the estimated receipts for the operation and maintenance of the District for the current school year as heretofore certified by the District Clerk, and the loan shall not extend beyond November 1 of the next school year;

WHEREAS, prior to the issuance of its tax and revenue anticipation promissory notes, the District will have voted the tax for the operation and maintenance of the schools of the District for the current school year to be collected on the next tax roll;

WHEREAS, to the best of the knowledge, information and belief of the School Board, the District complies with the revenue limits set forth in Sections 121.91 and 121.92, Wisconsin Statutes;

WHEREAS, Section 66.0301(2), Wisconsin Statutes authorizes any municipality, including a school district, to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law;

WHEREAS, the School Board hereby finds and determines that it is in the best interests of the District to participate in the PMA Levy and Aid Anticipation Notes Program (the "Program"), the terms and provisions of which are described in the Master Indenture of Trust (the "Master Indenture"), and a Supplemental Indenture of Trust (the "Supplemental Indenture") to be entered into with a trustee to be named in the Approving Certificate (defined below) (the "Trustee") (collectively, the Master Indenture and the Supplemental Indenture shall be referred to as the "Indenture"); and

WHEREAS, under the Program, participating school districts will issue one or more series of tax and revenue anticipation promissory notes. Said notes may be grouped with a related series of notes of the District and will underlie corresponding series of note participations (the "Participations", and each

series a "Series of Participations") that will be issued under the Master Indenture and a separate Supplemental Indenture relating to each Series of Participations.

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District that:

1. **Authorization.** For the purpose of meeting the immediate expenses of operating and maintaining the public instruction of the District during the current school year and in anticipation of taxes, state aids, income, revenue, cash receipts and other monies to be received by the District in its general fund for the current school year, there shall be borrowed, pursuant to Section 67.12(8)(a)1, Wisconsin Statutes, an aggregate principal sum not to exceed \$13,200,000 ("Maximum Amount"). To the extent the District has a policy regarding borrowing that has requirements that are not met by participating in the Program, such policy requirements are hereby waived.

2. **Terms of the Notes.** To evidence such borrowing, the District President and District Clerk are hereby authorized, empowered and directed to make, execute, issue, sell and deliver to the Trustee, for and on behalf of the District, its Tax and Revenue Anticipation Promissory Notes (collectively, the "Notes") payable to the Trustee or its designee, in one or more series, in substantially the form attached hereto as Appendix A-1.

The Notes shall be issued in the District's name, in one or more series, pursuant to the terms stated in the Master Indenture and a related Supplemental Indenture. The aggregate sum of the District's Notes shall not exceed the Maximum Amount.

Each series of Notes may be issued in conjunction and grouped with the notes of one or more other school districts participating in the Program to underlie a Series of Participations. In all cases, the obligation of the District to make payments on or in respect to its Notes is a several and not a joint obligation of the District and is strictly limited to the District's repayment obligation for its Notes under this Resolution.

The Notes shall be dated as of their date of issuance; shall bear interest from their dated date until paid; and shall mature on or before September 24, 2025. Interest on the Notes shall be paid at maturity. The Notes shall bear interest at a rate per annum such that the net interest cost of the Notes shall not exceed 6.00%.

3. **Redemption Provisions.** The Notes are not subject to optional redemption.

4. **Sale of Note; Execution of Note Purchase Agreement and Approving Certificate.** Either the District Administrator, Executive Director of Operations or Director of Business Services of the District (each, a "Financial Officer") or, in the absence of the Financial Officer, the President or Clerk of the District or those authorized by law to act on their behalf (the "District Officer") are hereby authorized and directed to negotiate, on behalf of the District, with the purchaser of the Notes (the "Underwriter"), in its capacity as Underwriter and PMA Securities, LLC, in its capacity as administrative agent for the District under the Program ("Administrative Agent"), an amount, interest rate, and maturity date for each series of Notes issued under the Program and other matters related to the financing, subject to the limitations provided herein or in the Master Indenture.

The difference between the issue price of the Notes and the purchase price to be paid to the District (which amount constitutes compensation paid to the Underwriter) shall not exceed \$1 for every \$1,000 of principal amount of Notes issued.

This School Board authorizes and directs the Financial Officer or District Officer to execute and deliver, in the name and on behalf of the District, an Approving Certificate in substantially the form attached hereto as Appendix B-1 (the "Approving Certificate") and a separate note purchase agreement for each series of Notes.

The execution of the Approving Certificate and the note purchase agreement by the Financial Officer or the District Officer shall constitute and evidence full approval by the School Board of such documents.

5. **Program Approval; Execution of Supplemental Indenture.** The form of Master Indenture and a form of Supplemental Indenture presented at this meeting are hereby acknowledged.

The District Officer, or the Administrative Agent on behalf of the District, are hereby authorized and directed to execute, deliver and enter in to, in the name and on behalf of the District, the Master Indenture and any Supplemental Indenture with respect to each Series of Participations that the Notes underlie with a trustee named in the Approving Certificate. The Master Indenture and each Supplemental Indenture shall be in substantially the forms presented to this meeting, with such changes not inconsistent with this Resolution as the District Officer shall approve. The execution of the Master Indenture and any Supplemental Indenture by the District Officer or the Administrative Agent (as modified by such officers or agent prior to execution) shall constitute and evidence full approval by the School Board of such documents.

6. **Disposition of Proceeds of Notes.** The proceeds of the Notes (the "Note Proceeds") shall be applied as described in the Master Indenture and the related Supplemental Indenture for the Series of Participations that the Notes underlie.

The Note Proceeds shall be deposited into the District's Proceeds Subaccount and a subaccount of the Cost of Issuance Fund, established by the Trustee for each Series of Participations that the Notes underlie pursuant to the Master Indenture and in amounts determined by the Administrative Agent. Amounts on deposit in the Costs of Issuance Fund shall be expended as determined by the Administrative Agent and in accordance with the terms of the Master Indenture and related Supplemental Indenture. Amounts on deposit in the Proceeds Subaccount shall be used as set forth in the Master Indenture and related Supplemental Indenture. The Proceeds Subaccount and the subaccount of the Costs of Issuance Fund are deemed to be the "borrowed money fund" for the Notes for purposes of Section 67.10(3), Wisconsin Statutes.

The Note Proceeds shall be used solely for the purposes for which borrowed (or for the payment of the principal of and/or interest on the Notes).

7. **Arbitrage Covenant.** Note Proceeds may be temporarily invested in legal investments until needed, provided, however, that the District hereby covenants and agrees that so long as the Notes remain outstanding, the Note Proceeds will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as

amended (the "Code") and any applicable income tax regulations promulgated thereunder (the "Regulations").

The District Clerk, or other officer of the District charged with the responsibility for issuing the Notes, shall provide the appropriate certificate of the District, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the District regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the date of delivery and payment for the Notes (the "Closing").

8. **Additional Tax Covenants.** The District hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and the Regulations (whether prior to or subsequent to the Closing) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes, throughout their term. The District Clerk or other officer of the District charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the District, for inclusion in the transcript of proceedings, as of the date of the Closing certifying that it can and covenanting that it will comply with the provisions of the Code and the Regulations. Such certificate shall set forth certain facts regarding the use of the Note Proceeds to establish that the Notes will not constitute "private activity bonds" as defined in Section 141 of the Code and state other facts necessary to establish that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes.

If the District does not qualify for any exemption from the rebate requirements of the Code, the District hereby covenants and agrees that there shall be paid from time to time all amounts to be rebated to the United States pursuant to Section 148(f) of the Code and any applicable Regulations.

It is the intent of the District to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes.

9. **Irrepealable Tax; Segregated Fund; Compliance With Revenue Limits.** The Notes shall not be issued until the tax for operating and maintaining the schools operated by the District for the current school year has been voted to be collected on the next tax roll. So long as the Notes, or interest thereon, remain unpaid, the aforesaid tax for operation and maintenance of the District (including the amount budgeted to pay interest on the Notes) shall be and continues to be irrepealable. The District shall segregate in a special fund (hereinafter called the "Debt Service Fund"), tax monies and other available revenues received for operation and maintenance of the District sufficient to pay the principal of and interest on the Notes, at the times and in the amounts provided in the Approving Certificate. The Debt Service Fund shall be used for the sole purpose of paying the principal of and interest on the Notes. Any accrued interest received at the time of delivery of any Notes shall be paid over to the Debt Service Fund. If there shall be insufficient sums in the Debt Service Fund to meet such payments, the District shall promptly pay the same when due from other monies available in or attributable to the current school year. This covenant specifically includes monies (for example, deferred tax and state aid payments) attributable to the current school year which are not received prior to the end of the current school year. The District complies with and covenants to continue to comply with the revenue limits set forth in Sections 121.91 and 121.92, Wisconsin Statutes.

10. **Impoundment Date.** The District agrees to the establishment and maintenance of the Payment Account as a special fund of the District related to the Notes (the "Payment Account") by the Trustee under the Master Indenture as the responsible agent to maintain such fund until the payment of the principal of the Notes and the interest thereon. Prior to the maturity of each Note, on a date set forth in the Supplemental Indenture (the "Impoundment Date"), the District agrees to cause to be deposited directly in a subaccount of the Payment Account relating to each series of Notes an amount sufficient to pay all of the principal of and interest due with respect to each Note at maturity. The Administrative Agent, on behalf of the District, is authorized to approve the determination of the Impoundment Date.

In the event that on the Impoundment Date the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount due, then the amount of any deficiency shall be satisfied and made up from any other monies of the District lawfully available for the payment of the principal of the series of Notes and the interest thereon, as and when such other monies are received or are otherwise legally available, in the following order of priority: *first*, to satisfy any deficiency attributable to the first series of Notes issued; and *second*, to satisfy any deficiency attributable to the second series of Notes issued, if any. As used in this Resolution, the term "unrestricted revenues" shall mean all taxes, state aids, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other monies, intended as receipts for the general fund of the District attributable to the current school year and which are generally available for the payment of current expenses and other obligations of the District.

11. **Execution of the Notes; Authentication; Appointment of Acting Officers.** The Notes shall be executed on behalf of the District by the District President and District Clerk, or others authorized under Section 120.05, Wisconsin Statutes and herein to sign on their behalf, sealed with its official or corporate seal, if any, and delivered to the Trustee upon payment to the District of the purchase price thereof, plus any accrued interest to the Closing. Either or both of the signatures of the officers may be imprinted on the Notes in lieu of the manual signature of such officer, so long as the Trustee authenticates the Notes. In the event that any of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. In accordance with Section 120.05(3), Wisconsin Statutes, the School Board hereby appoints any one of its members to discharge the duties of the District Clerk as Acting District Clerk in connection with the issuance of the Notes in the event the District Clerk is unable to discharge such duties due to disability or absence.

12. **Trustee.** Pursuant to the Approving Certificate, the Financial Officer or the District Officer shall appoint the Trustee that will serve as trustee under the Master Indenture and each Supplemental Indenture and as fiscal agent, paying agent, registrar, and authenticating agent for the Notes.

The District directs and authorizes the payment by the Trustee of the interest on and principal of any and all Notes when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth in the Master Indenture. The District hereby covenants to deposit funds in such account and fund subaccount, as applicable, at the time and in the amount specified herein to provide sufficient monies to pay the principal of and interest on any and all Notes on the day or days on which they mature. Payment of any and all Notes shall be in accordance with the terms of the applicable series of Notes and this Resolution.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees, and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Master Indenture and any Supplemental Indenture, including but not limited to, costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

13. **Representations and Covenants; Events of Default.** The District makes the representations and covenants set forth in the Master Indenture. The District acknowledges, approves, and confirms the Events of Default and the remedies therefore as described in the Master Indenture.

14. **Deposit of Notes; Registration and Transfer.** The Notes shall be issued and deposited with the Trustee and shall be registered and transferred as provided in the Master Indenture.

15. **Sale of Participations.** Each Series of Participations shall be sold to the Underwriter, in accordance with the terms of the note purchase agreement relating to the series of Notes that underlie said Series of Participations.

16. **Official Statement.** The District authorizes and approves the use of District information pertinent to the Program, as provided by the District to the Administrative Agent, the Underwriter and any disclosure counsel, in each offering document prepared by the Administrative Agent and distributed by the Underwriter in connection with the sale and issuance of each Series of Participations. The Financial Officer or District Officer are hereby authorized to approve the Preliminary Official Statement with respect to the Participations and deem the Preliminary Official Statement "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Financial Officer and/or Business Officer or other officers of the District in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the delivery of the Notes, the appropriate District official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The District Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Underwriter.

17. **Undertaking to Provide Continuing Disclosure.** If required under the Rule, this Section constitutes the written undertaking required by the Rule. If required under the Rule, this undertaking is intended for the benefit of the holders of the Notes and shall be enforceable by the Trustee on behalf of such holders (provided that the holders' and Trustee's right to enforce the provisions of this undertaking shall be limited to a right to obtain specific performance of the District's obligations hereunder and any failure by the District to comply with the provisions of this undertaking shall not be an event of default with respect to the Notes). Capitalized terms used in this Section and not otherwise defined in this Resolution shall have the meanings assigned such terms in Appendix C-1.

If required under the Rule, the District undertakes to provide Material Event Notices as provided in this Section. If a Material Event occurs while any Notes are outstanding, the District shall provide or cause to be provided a Material Event Notice in a timely manner not in excess of 10 business days to the MSRB through the Electronic Municipal Market Access System available at [www.emma.msrb.org](http://www.emma.msrb.org) in an electronic format prescribed by the MSRB. Each Material Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Participations. Unless otherwise required by law and

subject to technical and economic feasibility, the District shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the District's information.

The District's continuing obligation hereunder to provide Material Event Notices shall terminate immediately once the Notes no longer are outstanding. This Section, or any provision hereof, shall be null and void in the event that the District delivers to the MSRB an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Notes. This Section may be amended without the consent of the Noteholders, but only upon the delivery by the District to the MSRB of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Section and by the District with the Rule.

18. **Approval of Actions; Administrative Agent.** All actions previously taken by the officers and agents of the District or this School Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed, and ratified. The officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things, take any and all actions, and execute any and all certificates, agreements, and other documents which any of them may deem necessary or advisable to consummate the lawful issuance and delivery of the Notes, or the related transactions, in accordance with this Resolution.

The District hereby authorizes, approves, and directs the Administrative Agent to do any and all things, take any and all actions, and execute any and all certificates, agreements, or other Program documents on behalf of the District as may be directed under the Master Indenture, a Supplemental Indenture, or any other Program documents.

19. **Conflicting Resolutions; Severability; Effective Date.** All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted by a recorded roll call vote of \_\_\_\_ ayes and \_\_\_\_ nays on September 9, 2024.

By: \_\_\_\_\_  
District President

(SEAL)

And: \_\_\_\_\_  
District Clerk

APPENDIX A-1

Form of Note

R-\_\_\_

\$ \_\_\_\_\_

WAUNAKEE COMMUNITY SCHOOL DISTRICT  
DANE COUNTY, WISCONSIN

TAX AND REVENUE ANTICIPATION PROMISSORY NOTE

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>Impoundment Date</u>
_____ %	_____	_____	_____, 20__

REGISTERED OWNER: U.S. Bank Trust Company, National Association, as trustee

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the District designated above (the "District"), acknowledges itself to owe and promises to pay to the registered owner identified above, or registered assigns, on the Maturity Date set forth above, the Principal Amount specified above in lawful money of the United States of America, together with interest thereon from the Original Issue Date at the Interest Rate per annum specified above. The principal of and interest on this Note are to be paid upon surrender hereof at the principal corporate trust operations office of U.S. Bank Trust Company, National Association or its successor in trust (the "Trustee") pursuant to a Master Indenture of Trust (the "Master Indenture") and a Supplemental Indenture of Trust (the "Supplemental Indenture") (collectively, the Master Indenture and Supplemental Indenture shall be referred to as the "Indenture"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the Maturity Date specified above, and if funds are not provided for payment on the Maturity Date, funds shall be provided thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said Principal Amount. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, that no interest shall be payable for any period after the Maturity Date during which the owner hereof fails to properly present this Note for payment. If the District fails to pay this Note when due, including the interest component of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with consequences set forth in the Indenture).

The Note is not subject to optional redemption prior to maturity.

It is hereby certified, recited, and declared that this Note (the "Note") is one of an issue of Notes aggregating the principal amount of \$\_\_\_\_\_, all of which are of like tenor, except as to denomination, interest rate and maturity date, authorized, executed, and delivered pursuant to and by authority of a resolution of the governing body of the District duly adopted heretofore, under and by authority of Section 67.12(8)(a)1, Wisconsin Statutes (the "Note Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The District has voted an irrevocable tax for operating and maintaining the schools. As security for the payment of the principal of and interest on the Note, the District shall segregate in a special fund such tax monies and other available revenues received for operation and maintenance of the District sufficient to pay the principal of and interest on the Notes. Said special fund shall be used for the sole purpose of paying the principal of and interest on the Note.

This Note is transferable, as provided by the Note Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee, or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things, and acts required to exist, to have happened, and to have been performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by the Constitution and statutes of the State of Wisconsin and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of Wisconsin.

IN WITNESS WHEREOF, the governing body of the District has caused this Note to be executed by the manual or facsimile signature of its President, countersigned by the manual or facsimile signature of its Clerk, and sealed with its corporate seal (or a facsimile thereof), if any, all as of the date of authentication set forth below.

WAUNAKEE COMMUNITY SCHOOL DISTRICT,  
DANE COUNTY, WISCONSIN

(SEAL)

By \_\_\_\_\_  
District President

By \_\_\_\_\_  
District Clerk

COPY

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is the Note mentioned in the within-mentioned Note Resolution authenticated on the following date:

Authentication Date: \_\_\_\_\_.

\_\_\_\_\_,  
as Trustee

By \_\_\_\_\_  
Authorized Signatory

COPY

ASSIGNMENT

For Value Received, the undersigned, \_\_\_\_\_, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Note in every particular, without alteration or enlargement or change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person's authority to act must accompany this Note.

**APPENDIX B-1**

**CERTIFICATE APPROVING DETAILS OF  
TAX AND REVENUE ANTICIPATION PROMISSORY NOTES**

The undersigned hereby certifies that:

1. On September 9, 2024, the Waunakee Community School District (the "District") adopted a resolution (the "Resolution") authorizing the issuance and sale up to \$13,200,000 Tax and Revenue Anticipation Promissory Notes of the District (the "Notes") upon certain terms and conditions, subject to my approval.

2. On the date hereof, \_\_\_\_\_ (the "Underwriter") offered to purchase the Notes in accordance with the terms set forth in the attached Note Purchase Agreement between the District and the Underwriter (the "Agreement"). The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_ which is not more than \$13,200,000 as provided in the Resolution, and shall mature on \_\_\_\_\_ and \_\_\_\_\_ neither of which is later than September 24, 2025, as provided in the Resolution and shall bear interest at the rate per annum as set forth in the Agreement attached hereto.

The net interest cost of the Notes is \_\_\_\_\_% which does not exceed 6.00%, as required by the Resolution. The interest rate on the Notes is \_\_\_\_\_%.

3. The Notes shall be sold to the Underwriter in accordance with the terms of the Agreement at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Notes.

The difference between the issue price of the Notes (\$\_\_\_\_\_) and the purchase price to be paid to the District by the Underwriter (which amount constitutes the compensation paid to the Underwriter) (\$\_\_\_\_\_) is \$\_\_\_\_\_, which does not exceed \$1 for every \$1,000 of principal amount of Notes issued as provided in the Resolution.

4. I am either a Financial Officer or District Officer, as defined in the Resolution, authorized to execute and deliver this Approving Certificate, constituting our approval of the principal amount, net interest cost and purchase price for the Notes, in satisfaction of the conditions set forth in the Resolution and to execute the Agreement from the Purchaser.

5. U.S. Bank Trust Company, National Association is hereby appointed to serve as trustee under the Master Indenture and each Supplemental Indenture and as fiscal agent, paying agent, registrar, and authenticating agent for the Notes.

6. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. For the purpose of paying the principal of and interest on the Notes, the amounts set forth on the debt service schedule attached hereto shall be deposited in the Debt Service Fund as provided for in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate pursuant to the authority granted to me by the Resolution on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COPY

ATTACHMENT TO APPROVING CERTIFICATE

Note Purchase Agreement

To be provided by the Underwriter and incorporated into the Certificate.

(See Attached)

COPY

ATTACHMENT TO APPROVING CERTIFICATE

Debt Service Schedule

To be provided by the Administrative Agent and incorporated into the Certificate.

(See Attached)

COPY

## APPENDIX C-1

The following are the definitions of the capitalized terms used in Section 17 of the Resolution and not otherwise defined in the Resolution:

1. "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

2. "Material Event" as defined in the Rule means any of the following events with respect to the Note(s):

- a. Principal and interest payment delinquencies;
- b. Non-payment related defaults, if material;
- c. Unscheduled draws on debt service reserves reflecting financial difficulties;
- d. Unscheduled draws on credit enhancements reflecting financial difficulties;
- e. Substitution of credit or liquidity providers, or their failure to perform;
- f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
- g. Modifications to rights of security holders, if material;
- h. Note calls, if material, and tender offers;
- i. Defeasances;
- j. Release, substitution, or sale of property securing repayment of the securities, if material;
- k. Rating changes;
- l. Bankruptcy, insolvency, receivership or similar event of the District;
- m. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified in subsection 1.i. above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District;

- o. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect holders of the Notes, if material; and
  - p. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.
3. "Material Event Notice" means written or electronic notice of a Material Event.
  4. "MSRB" means the Municipal Securities Rulemaking Board.
  5. "Timely Manner" means in a timely manner not in excess of 10 business days.

**2024-25 Budget Status Report - August 31, 2024**

**GENERAL FUND 10 EXPENSES**

<b>Salary &amp; Benefits (no grants)</b>	<b>Original Budget</b>	<b>Revised Budget</b>	<b>Spent</b>	<b>Ordered</b>	<b>% Spent/Or.</b>	<b>Available</b>
Personnel Costs: Salaries	36,920,427	36,920,427	3,247,682.38	7,062,896.63	27.93%	26,609,847.99
Personnel Costs: Benefits	11,785,714	11,785,714	880,755.54	2,531,616.45	28.95%	8,373,342.01
<b>Total</b>	<b>48,706,141</b>	<b>48,706,141</b>	<b>4,128,437.92</b>	<b>9,594,513.08</b>	<b>28.17%</b>	<b>34,983,190.00</b>

<b>Buildings</b>	<b>Budget</b>	<b>Revised Budget</b>	<b>Spent</b>	<b>Ordered</b>	<b>% Spent/Or.</b>	<b>Available</b>
Prairie School	88,280	88,280	15,391.90	12,497.07	31.59%	60,391.03
Prairie School CSF	33,100	33,100	1,901.15	2,128.20	12.17%	29,070.65
Heritage School	97,160	97,160	9,390.63	28,239.68	38.73%	59,529.69
Heritage School CSF	34,602	34,602	1,500.97	0.00	4.34%	33,101.03
Arboretum School	76,520	76,520	11,285.34	13,393.71	32.25%	51,840.95
Arboretum School CSF	27,031	27,031	0.00	0.00	0.00%	27,031.00
Intermediate School	150,350	150,350	27,438.43	13,592.76	27.29%	109,318.81
Intermediate School CSF	39,044	39,044	6,668.92	4,545.72	28.72%	27,829.36
Middle School	163,150	163,150	34,949.38	15,772.86	31.09%	112,427.76
Middle School CSF	42,673	42,673	0.00	5,030.01	11.79%	37,642.99
High School	575,155	575,155	39,585.10	140,193.48	31.26%	395,376.42
High School CSF	84,471	84,471	21,413.05	324.57	25.73%	62,733.38
Athletics	407,602	407,602	33,921.75	164,318.80	48.64%	209,361.45

<b>Departments</b>						
Utilities	1,126,923	1,126,923	204,956.01	876,224.44	95.94%	45,742.55
Maintenance	721,990	721,990	250,498.41	405,102.20	90.80%	66,389.39
Capital Projects	0	0	0.00	0.00	---%	0.00
Contingency Fund	100,000	100,000	3,534.00	0.00	3.53%	96,466.00
Energy Conservation	0	0	0.00	0.00	---%	0.00
Transportation	1,568,381	1,568,381	117,892.97	1,517,043.03	104.24%	-66,555.00
Technology	718,729	718,729	445,158.23	71,858.06	71.93%	201,712.71
Technology Erate/Fees	0	0	0.00	0.00	---%	0.00
Curriculum-Secondary	527,300	527,300	282,077.41	10,929.26	55.57%	234,293.33
Curriculum-Elementary Operations	455,382	455,382	343,290.36	144,519.78	107.12%	-32,428.14
4K District	873,800	873,800	3,008.02	108.18	0.36%	870,683.80
4K Operations	17,000	17,000	3,008.02	108.18	18.33%	13,883.80
Human Resources	54,550	54,550	23,685.38	245.78	43.87%	30,618.84
Superintendent	94,600	94,600	28,121.42	17,682.29	48.42%	48,796.29
Student Services-Operations	73,184	73,184	1,795.87	2,578.71	5.98%	68,809.42
Student Services-District	97,000	97,000	8,038.75	33,028.40	42.34%	55,932.85
Business Office	460,424	460,424	163,661.89	224,346.61	84.27%	72,415.50
District Wide	1,755,672	1,755,672	243,336.83	105,327.96	19.86%	1,407,007.21
Special Projects	0	0	0.00	0.00	---	0.00
Summer School	109,515	109,515	100,764.57	0.00	92.01%	8,750.43

<b>Grants-Fund 10</b>						
Common School Fund-District	7,069	7,069	7,068.72	0.00	100.00%	0.28
Title 1 Grant (Public)	87,550	87,550	4,629.14	0.00	5.29%	82,920.86
Title 1 Grant (Private)	4,900	4,900	0.00	0.00	0.00%	4,900.00
Title 2 Grant (Public)	51,672	51,672	0.00	0.00	0.00%	51,672.00
Title 2 Grant (Private)	7,785	7,785	0.00	0.00	0.00%	7,785.00
Title 3 Grant	16,890	16,890	99.00	11,000.00	65.71%	5,791.00
Title 4A Grant (Public)	8,697	8,697	0.00	0.00	0.00%	8,697.00
Title 4A Grant (Private)	1,303	1,303	0.00	0.00	0.00%	1,303.00
Career/Tech Ed Grant	52,202	52,202	3,718.39	0.00	7.12%	48,483.61
CEIS Federal Flo-Through	141,000	141,000	19,970.86	15,000.00	24.80%	106,029.14
Ed. Effectiveness Grant	32,000	32,000	0.00	0.00	0.00%	32,000.00
Peer Mentor Grant	12,500	12,500	0.00	0.00	---%	12,500.00
Perkins Grant	19,354	19,354	560.00	0.00	2.89%	18,794.00
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	0	3,468.41	0.00	---%	-3,468.41
SAODA	25,000	25,000	392.00	0.00	---%	24,608.00

<b>Other Program Totals</b>						
Transfer to Fund 27	7,286,651	7,286,651	0.00	0.00	0.00%	7,286,651.00
Wellness Clinic	287,250	287,250	32,992.83	320,114.43	122.93%	-65,857.26

<b>Subtotals</b>	<b>Original Budget</b>	<b>Revised Budget</b>	<b>Spent</b>	<b>Ordered</b>	<b>% Spent/Or.</b>	<b>Available</b>
Salary & Benefits Totals	48,706,141	48,706,141	4,128,437.92	9,594,513.08	28.17%	34,983,190.00
Building Totals	1,819,138	1,819,138	203,446.62	400,036.86	33.17%	1,215,654.52
Department Totals	8,754,450	8,754,450	2,222,828.14	3,409,102.88	64.33%	3,122,518.98
Grant Totals	476,297	476,297	39,906.52	26,000.00	13.84%	410,390.48
Other Program Totals	7,573,901	7,573,901	32,992.83	320,114.43	4.66%	7,220,793.74
<b>Total Fund 10 Expenditures</b>	<b>67,297,176</b>	<b>67,297,176</b>	<b>6,623,556.12</b>	<b>13,749,659.07</b>	<b>30.27%</b>	<b>46,923,960.81</b>

**2024-25 Budget Status Report - August 31, 2024**

**GENERAL FUND 10 REVENUES**

Building/Department	Original Budget	Revised Budget	Received	Ordered	% Received	Unreceived
Prairie School	2,550	2,550	1,631.00	0.00	63.96%	919.00
Heritage School	2,250	2,250	1,031.83	0.00	45.86%	1,218.17
Arboretum School	5,820	5,820	599.30	0.00	10.30%	5,220.70
Intermediate School	37,900	37,900	3,280.00	0.00	8.65%	34,620.00
Middle School	23,700	23,700	4,091.50	0.00	17.26%	19,608.50
High School	199,215	199,215	5,041.70	0.00	2.53%	194,173.30
Curriculum - Elementary	0	0	0.00	0.00	---	0.00
Curriculum - Secondary	10,815	10,815	663.41	0.00	6.13%	10,151.59
Maintenance	12,500	12,500	435.90	0.00	3.49%	12,064.10
Energy Conservation	0	0	0.00	0.00	---	0.00
Athletic Dept	108,000	108,000	6,540.00	0.00	6.06%	101,460.00
Human Resources	0	0	0.00	0.00	---	0.00
Technology	4,200	4,200	651.00	0.00	15.50%	3,549.00
E-Rate	0	0	0.00	0.00	---	0.00
District	66,153,008	66,153,008	607,201.24	0.00	0.92%	65,545,806.76

**Grants - Fund 10**

Common School Fund-District	267,990	267,990	0.00	0.00	0.00%	267,990.00
Title 1 Grant (Public)	87,550	87,550	0.00	0.00	0.00%	87,550.00
Title 1 Grant (Private)	4,900	4,900	0.00	0.00	0.00%	4,900.00
Title 2 Grant (Public)	51,672	51,672	0.00	0.00	0.00%	51,672.00
Title 2 Grant (Private)	7,785	7,785	0.00	0.00	0.00%	7,785.00
Title 3 Grant	16,890	16,890	0.00	0.00	0.00%	16,890.00
Title 4A Grant (Public)	8,697	8,697	0.00	0.00	0.00%	8,697.00
Title 4A Grant (Private)	1,303	1,303	0.00	0.00	0.00%	1,303.00
Career/Tech Ed Grant	52,202	52,202	0.00	0.00	0.00%	52,202.00
CEIS Federal Flo-Through	141,000	141,000	0.00	0.00	0.00%	141,000.00
Ed. Effectiveness Grant	32,000	32,000	0.00	0.00	0.00%	32,000.00
Peer Mentor Grant	12,500	12,500	0.00	0.00	---	12,500.00
Perkins Grant	19,354	19,354	0.00	0.00	0.00%	19,354.00
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	0	0.00	0.00	---	0.00
SAODA	25,000	25,000	0.00	0.00	---	25,000.00

<b>Total Fund 10 Revenues</b>	<b>67,297,176</b>	<b>67,297,176</b>	<b>631,166.88</b>	<b>0.00</b>	<b>0.94%</b>	<b>66,666,009.12</b>
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**SPECIAL EDUCATION FUND 27 EXPENSES**

Salaries & Benefits (no grants)	Budget	Revised Budget	Spent	Ordered	% Spent/Or.	Available
Salaries & Benefits	11,097,790	11,097,790	550,994.98	1,376,940.84	17.37%	9,169,854.18
<b>Departments</b>						
Special Ed-Operations	28,839	28,839	2,720.00	149.99	9.95%	25,969.01
Special Ed-District	166,557	166,557	7,470.75	80,342.07	52.72%	78,744.18
Transportation	185,833	185,833	86,874.14	192,427.02	150.30%	-93,468.16
Medicaid	9,000	9,000	10,847.17	0.00	120.52%	-1,847.17
<b>Grants-Fund 27</b>						
IDEA FlowThrough Grant	975,048	975,048	163,753.32	516,759.46	69.79%	294,535.22
IDEA PreSchool Grant	58,500	58,500	183.74	1,952.75	3.65%	56,363.51

<b>Total Fund 27 Expenditures</b>	<b>12,521,567</b>	<b>12,521,567</b>	<b>822,844.10</b>	<b>2,168,572.13</b>	<b>23.89%</b>	<b>9,530,150.77</b>
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**SPECIAL EDUCATION FUND 27 REVENUES**

Source	Budget	Revised Budget	Received	Ordered	% Received	Unreceived
IDEA FlowThrough Grant	975,048	975,048	0.00	0.00	0.00%	975,048.00
IDEA PreSchool Grant	58,500	58,500	0.00	0.00	---	58,500.00
Special Ed Revenues	0	0	0.00	0.00	---	0.00
Other Fund 27 Revenues	11,488,019	11,488,019	8,549.29	0.00	0.07%	11,479,469.71

<b>Total Fund 27 Revenues</b>	<b>12,521,567</b>	<b>12,521,567</b>	<b>8,549.29</b>	<b>0.00</b>	<b>0.07%</b>	<b>12,513,017.71</b>
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**FOOD SERVICE FUND 50 EXPENSES**

Function	Budget	Revised Budget	Spent	Ordered	% Spent/Or.	Available
All	2,886,887	2,886,887	28,332.99	2,849,207.67	99.68%	9,346.34

**FOOD SERVICE FUND 50 REVENUES**

Source	Budget	Revised Budget	Received	Ordered	% Received	Unreceived
All	2,902,207	2,902,207	100,156.15	0.00	3.45%	2,802,050.85

**2024-25 Budget Status Report - August 31, 2024**

<b>CALCULATION OF BUILDING/DEPARTMENT BUDGET BALANCES</b>									
<b>Building/Department</b>	<b>23-24 Carryover</b>	<b>24-25 Revenue Budget</b>	<b>24-25 Rec'd</b>	<b>24-25 Revenue Balance</b>	<b>24-25 Expense Budget</b>	<b>24-25 Spent / Encumbered</b>	<b>24-25 Expense Balance</b>	<b>24-25 Balance</b>	<b>Funds Available</b>
Prairie School	31,971.57	2,550.00	1,631.00	919.00	88,280	27,888.97	60,391.03	59,472.03	91,443.60
Heritage School	24,323.72	2,250.00	1,031.83	1,218.17	97,160	37,630.31	59,529.69	58,311.52	82,635.24
Arboretum School	9,038.53	5,820.00	599.30	5,220.70	76,520	24,679.05	51,840.95	46,620.25	55,658.78
Intermediate School	85,117.72	37,900.00	3,280.00	34,620.00	150,350	41,031.19	109,318.81	74,698.81	159,816.53
Middle School	62,624.43	23,700.00	4,091.50	19,608.50	163,150	50,722.24	112,427.76	92,819.26	155,443.69
High School	62,011.13	199,215.00	5,041.70	194,173.30	575,155	179,778.58	395,376.42	201,203.12	263,214.25
4K	11,301.04	0.00	0.00	0.00	17,000	3,116.20	13,883.80	13,883.80	29,801.72
Athletic Dept	24,595.65	108,000.00	-53,460.00	161,460.00	407,602	198,240.55	209,361.45	47,901.45	72,497.10
Curriculum-Elementary	210,216.37	0.00	0.00	0.00	455,382	487,810.14	-32,428.14	-32,428.14	177,788.23
Curriculum-Secondary	16,925.67	10,815.00	663.41	10,151.59	527,300	293,006.67	234,293.33	224,141.74	241,067.41
CTE Grant	164,717.40	52,202.00	0.00	52,202.00	52,202	3,718.39	48,483.61	-3,718.39	160,999.01
Energy Conservation	6,368.82	0.00	0.00	0.00	0	0.00	0.00	0.00	6,368.82
Human Resources	8,897.34	0.00	0.00	0.00	54,550	23,931.16	30,618.84	30,618.84	39,516.18
Maintenance	62,036.62	12,500.00	435.90	12,064.10	721,990	655,600.61	66,389.39	54,325.29	116,361.91
Special Education	31,312.26	0.00	0.00	0.00	28,839	2,869.99	25,969.01	25,969.01	57,281.27
Student Services	121,115.72	0.00	0.00	0.00	73,184	4,374.58	68,809.42	68,809.42	189,925.14
Superintendent	854.92	0.00	0.00	0.00	94,600	45,803.71	48,796.29	48,796.29	49,651.21
Technology	114,878.55	4,200.00	651.00	3,549.00	718,729	517,016.29	201,712.71	198,163.71	313,042.26
Capital Projects (Fund 10)	-	0.00	0.00	0.00	0	10,934.45	-10,934.45	-10,934.45	-10,934.45
	1,048,307.46							1,198,653.56	2,251,577.90

CASH RECONCILIATION FOR THE MONTH OF July 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)	10.21.27.50.60.80.99)	10.21.27.50.60.80.99)	(Fund 49)	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	141,179.48	15,841,933.24	188,473.25	3,353,948.56	176,965.99	482,065.00	8.71	1,295,857.60	191,860.67	335,068.26	10,766,562.16	32,228,514.49	46,309.14	65,048,746.55
REVENUES:														
+ DEPOSITS	3,168,416.78	1,133,921.81	2,150,000.00	12,200,000.00	373,319.47	60,001.70	0.00	7,127.76	0.00	0.00		340,279.46	0.00	19,433,066.98
+ INTEREST	1,146.19	53,607.51	1,282.41	10,700.79	1,086.39	2,229.98	0.00	1,422.74	852.69	2,215.80	47,851.74	38,917.11	201.20	161,514.55
TOTAL REVENUES	3,169,562.97	1,187,529.32	2,151,282.41	12,210,700.79	374,405.86	62,231.68	0.00	8,550.50	852.69	2,215.80	47,851.74	379,196.57	201.20	19,594,581.53
EXPENSES:														
ACCOUNTS PAYABLE	0.00	7,154,406.10	2,220,227.73	14,611,703.51	0.00	0.00	0.00	589,008.16		0.00	0.00	7,200,000.00	\$0.00	31,775,345.50
PAYROLL	3,250,520.02	3,166,906.94				0.00	0.00	0.00	0.00	0.00	0.00		0.00	6,417,426.96
TOTAL EXPENSES	3,250,520.02	10,321,313.04	2,220,227.73	14,611,703.51	0.00	0.00	0.00	589,008.16	0.00	0.00	0.00	7,200,000.00	0.00	38,192,772.46
ENDING BALANCE	60,222.43	6,708,149.52	119,527.93	952,945.84	551,371.85	544,296.68	8.71	715,399.94	192,713.36	337,284.06	10,814,413.90	25,407,711.06	46,510.34	46,450,555.62
<b>BANK BALANCES-SKYWARD</b>														
ENDING BANK BALANCE	60,222.43	6,708,149.52	119,327.93	-4,047,054.16	551,371.85	544,296.68	8.71	715,399.94	192,713.36	337,284.06	10,814,413.90	25,407,711.06	46,510.34	41,450,355.62
OUTSTANDING ACH	160,838.42		200.00	5,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	5,161,038.42
ACTUAL BALANCE	-100,615.99	6,708,149.52	119,527.93	952,945.84	551,371.85	544,296.68	8.71	715,399.94	192,713.36	337,284.06	10,814,413.90	25,407,711.06	46,510.34	46,289,717.20
SKYWARD BALANCE	-3,267,522.93	3,166,906.94					No change July '24							

This account can have a negative balance due to the WRS pymt. outstanding due at the end of the following month.

<b>Fd T Loc Obj Func Prj</b>	<b>Func</b>	<b>Ending Balance</b>
21 Q 936803	ESPORTS	-157.73
21 Q 936804	CHINESE CLUB	-1,572.28
21 Q 936806	MOUNTAIN BIKING	0
21 Q 936807	KIVA/SS	19.5
21 Q 936808	BEST BUDDIES	-1,163.00
21 Q 936809	BOYS VOLLEYBALL	-1,000.00
21 Q 936900	Restricted FB Other	0
21 Q 936901	MSYEAR	-2,185.74
21 Q 936902	GREENHOU	-46,775.06
21 Q 936903	PTOAES	-79,474.62
21 Q 936904	FORMATA	-45,609.81
21 Q 936905	SPOLYMPI	-34,995.62
21 Q 936906	PTOPES	-20,241.78
21 Q 936907	KOKOPELL	-21,801.45
21 Q 936908	PTOHES	-15,670.82
21 Q 936909	MSSTCOUN	-3,100.14
21 Q 936910	CL2026	-1,002.00
21 Q 936911	NEWSPAPE	-3,182.19
21 Q 936912	FFA	-20,105.65
21 Q 936913	PROJ GRADUATION	-6,465.22
21 Q 936914	FORENSIC	-6,217.05
21 Q 936915	NATLTECH	-2,067.10
21 Q 936916	DRAMA	-6,025.04
21 Q 936917	YNGCONSV	-1,434.55
21 Q 936918	STUDCOUN	-2,149.03
21 Q 936919	PIFWARD	-3,674.56
21 Q 936920	DECA	-4,950.05
21 Q 936921	PTOWIS	-6,981.28
21 Q 936922	PALEONT	-3,916.25
21 Q 936923	SCHSTORE	-10,182.59
21 Q 936924	FPS	-302.97
21 Q 936925	FCCLA	-1,961.51
21 Q 936926	VOCAL	-537.01
21 Q 936927	FBLA	-6,755.11
21 Q 936928	PTOK6	-2,641.48
21 Q 936929	BANDTRAV	157.4
21 Q 936930	MANGANIM	-2,807.61
21 Q 936931	FRENCH	-164.28
21 Q 936932	FCECATER	-3,908.48
21 Q 936933	FISHING	-911.47

21 Q 936934	PTOMS	-12.54
21 Q 936935	INTRFRE	-216.42
21 Q 936936	SEE	-225
21 Q 936937	ART	-1,663.89
21 Q 936938	NHS	-3,435.13
21 Q 936939	CL2028	0
21 Q 936940	CL2025	-9,126.44
21 Q 936941	MSSOCST	-1,128.95
21 Q 936942	SKILLSUSA	-1,143.21
21 Q 936943	AVIATION	-1,124.82
21 Q 936944	PHYSICS	-2,634.14
21 Q 936945	NEHS	0
21 Q 936946	MENTAL WELLNESS CLUB	-503.53
21 Q 936947	STEPONE	-1,274.09
21 Q 936948	CL2027	-852
21 Q 936949	GSA	-2,549.09
21 Q 936950	HOSA	-4,756.37
21 Q 936951	LOS SONADORES/DREAMERS	-259
21 Q 936952	MSSKILLS	-1,279.29
21 Q 936953	NARTHS	-5
21 Q 936954	FELLOATH	-1,015.67
21 Q 936955	ORCHESTR	116.92
21 Q 936956	MODELUN	-256.2
21 Q 936957	BOWLING	-375.69
21 Q 936958	SPANISH	-152.03
21 Q 936959	FUTURE EDUCATORS	-1,852.35
21 Q 936960	SPHONSOC	-1,041.72
21 Q 936961	INTRSPA	-448.41
21 Q 936962	CONSERVATION	-250.32
21 Q 936963	MSART	-238.03
21 Q 936964	MATHTEAM	-18.64
21 Q 936965	LEO	-71
21 Q 936966	TABLETEN	-69.6
21 Q 936967	MOCKTR	0
21 Q 936968	FUT LIB LDR	-2,557.29
21 Q 936969	FBLAREGI	0
21 Q 936970	MENTOR	-64,056.93
21 Q 936971	CL2023	1,528.90
21 Q 936972	ECOCLUB	-518.31
21 Q 936973	SCIENCSV	-0.41
21 Q 936974	YEARBOOK	5,550.45

21 Q 936975	MENTOR	0
21 Q 936976	HESTRI-4 SCHOOLS	-1,692.05
21 Q 936977	HESWAEF	-30.35
21 Q 936978	JUSTICE LEAGUE	-1,609.98
21 Q 936979	PRAIRIE GENERAL	-2,766.64
21 Q 936980	ARBORETUM GENERAL	-2,194.38
21 Q 936981	HERITAGE GENERAL	884.31
21 Q 936982	HERITAGE GFD	-4,713.38
21 Q 936983	INTERMEDIATE DONATIONS	-8,250.05
21 Q 936984	INTERMEDIATE GRADE 5 GRA	-4,028.20
21 Q 936985	INTERMEDIATE GRADE 6 GRA	-3,219.26
21 Q 936986	INTERMEDIATE SPECIAL GRAN	-1,716.60
21 Q 936987	INTERMEDIATE GENERAL	999.31
21 Q 936988	MS WORLD LANG	0
21 Q 936989	MS TECH ED	-225.79
21 Q 936990	MS COMBINED	0
21 Q 936991	MS FORENSICS	-249.2
21 Q 936992	MS GENERAL	-3,272.00
21 Q 936993	SILENT BATTLE	-521.65
21 Q 936994	MUSIC GENERAL	3,751.72
21 Q 936995	OTHER MUSIC	-1,109.61
21 Q 936996	HS TECH ED	-2,000.26
21 Q 936997	TECH ED ENTERPRISES	-83.36
21 Q 936998	WOODS 1 & 2	2,456.07
21 Q 936999	ONE ACT	0
21 Q 937801	GIRLS LACROSSE CAMP	-1,328.24
21 Q 937802	MS KOKOPELLI	-2.8
21 Q 937804	MS MULTIPLE CLUBS	-2,280.08
21 Q 937805	AES PHY ED	8.44
21 Q 937806	AES BOOKFAIR	-3,443.37
21 Q 937807	PRAIRIE BOOK FAIR	-3,700.00
21 Q 937808	GBB CAMP	-11,642.25
21 Q 937809	WRESTLING CAMP	5,291.90
21 Q 937901	SPRING PLAY	-5,381.58
21 Q 937902	MUSIC ACTIVITIES	-12,169.92
21 Q 937903	TEST COORDINATOR	-435.4
21 Q 937904	COMM CARES	-32,189.59
21 Q 937906	HS GENERAL	-31,370.42
21 Q 937910	MAINTENANCE DIRECTION	234
21 Q 937911	SUMMER SCIENCE	0
21 Q 937912	SCULPTURE	-2,500.00

21 Q 937913	INNOVATION CENTER	-32,909.20
21 Q 937914	STUDENT SERVICES GENERAL	-3,991.22
21 Q 937915	FINANCIAL AID	-25,786.55
21 Q 937916	BASEBALL RENOVATIONS	0
21 Q 937917	SOCCER STADIUM	2,776.27
21 Q 937918	BUSINESS OFFICE GENERAL	-31,894.95
21 Q 937919	WIAA TOURNAMENTS	-6,165.18
21 Q 937920	GIRLS SWIM	0
21 Q 937921	GIRLS BASKETBALL	600
21 Q 937922	FOOTBALL CHEER	456.45
21 Q 937923	GIRLS CROSS COUNTRY	0
21 Q 937924	GIRLS GOLF	-4,126.49
21 Q 937925	GIRLS GYMNASTICS	-18,593.06
21 Q 937926	GIRLS SOCCER	0
21 Q 937927	GIRLS SOFTBALL	-3,415.56
21 Q 937928	GIRLS TENNIS	0
21 Q 937929	GIRLS VOLLEYBALL	-1,291.00
21 Q 937930	EQUESTRIAN	0
21 Q 937931	GIRLS LACROSSE	-126.96
21 Q 937932	BOYS SWIM	0
21 Q 937933	BOYS BASEBALL	180.12
21 Q 937934	BOYS BASKETBALL	-254
21 Q 937935	BOYS CROSS COUNTRY	0
21 Q 937936	FOOTBALL	7,991.40
21 Q 937937	STADIUM RENOVATIONS	0
21 Q 937938	BOYS GOLF	1,104.04
21 Q 937939	BOYS SOCCER	0
21 Q 937940	BOYS TENNIS	606.8
21 Q 937941	COED TRACK	0
21 Q 937942	WRESTLING	-2,011.52
21 Q 937943	SOFTBALL LIGHTS	-556.55
21 Q 937944	FIELD HOUSE SCOREBOARD	0
21 Q 937945	BOYS LACROSSE	-56
21 Q 937946	CROSS COUNTRY	-852.25
21 Q 937947	SKI	450.04
21 Q 937948	COED TRACK	651.81
21 Q 937949	DANCE TEAM	-4,746.12
21 Q 937950	HOCKEY	147.62
21 Q 937951	CONCESSIONS	2,982.99
21 Q 937952	ATHLETICS GENERAL	-250.67
21 Q 937953	MSTRI4SCH	-112.5

21 Q 937954	MSPBIS	-330.13
21 Q 937956	YOGA AND MEDITATION	-280
21 Q 937957	GIRLS SOFTBALL CAMP	-8,878.45
21 Q 937958	GIRLS VOLLEYBALL CAMP	-54,241.39
21 Q 937959	YOUTH FITNESS CAMP	-96.14
21 Q 937960	BOYS BASEBALL CAMP	-4,107.18
21 Q 937961	BOYS BASKETBALL CAMP	-9,821.14
21 Q 937962	BOYS FOOTBALL CAMP	-41,906.35
21 Q 937963	GRIDIRON CAMP	-31,419.53
21 Q 937964	BOYS WRESTLING CAMP	-5,690.50
21 Q 937965	GYMNASTICS CAMP	-17,529.44
21 Q 937966	CO-ED SOCCER CAMP	0
21 Q 937967	TENNIS CAMP	0
21 Q 937968	CO-ED TRACK CAMP	-1,080.00
21 Q 937969	GOLF CAMP	-9,728.62
21 Q 937970	BLACK STUDENT COUNCIL	-2,694.70
21 Q 937971	ORCHESTRA TRAVEL	-820.11
21 Q 937972	PES TRI-4 SCHOOLS	-1,112.74
21 Q 937973	PES LIST GRANT	0
21 Q 937974	Special Ed	-0.09
21 Q 937975	Reading WAEF Grant	-156.4
21 Q 937976	WAEF SENSORY TOOLS	0
21 Q 937977	ATH DIRECTOR	996.55
21 Q 937978	WARR AUTO	-88.46
21 Q 937979	SCHBURKE	-2,236.99
21 Q 937980	SCHCOOPER	-72,428.59
21 Q 937981	SCHENDRES	-15,925.06
21 Q 937982	SCHGLDNWAUNA	-9,270.35
21 Q 937983	SCHKNUDSON	-199,989.37
21 Q 937984	SCHRIPP	-2,959.80
21 Q 937985	SCHYZIEGLER	-2,713.73
21 Q 937986	SCHOTHER	-15,488.01
21 Q 937990	CLASS OF 2024	-6,210.13
21 Q 937991	AD CAMP BALANCES	0
21 Q 937992	SCHADEBERG DONATION	-0.02
21 Q 937993	PES SCHADEBERG DON	-8,002.59
21 Q 937994	FRESHMAN HOMECOMING	0
21 Q 937995	POSTPROM	-2,725.08
21 Q 937996	WARRIOR MEDIA	-2,024.03
21 Q 937997	HR WELLNESS	-357.39
21 Q 937998	METAL FAB	0

21 Q 937999	TEENS AGAINST TRAFFICKING	-639.07
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**WAUNAKEE COMMUNITY SCHOOL DISTRICT  
2024 ANNUAL MEETING, AUGUST 26, 2024  
TREASURER'S REPORT**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BEGINNING FUND BALANCE</u>	<u>2023-2024 REVENUES</u>	<u>2023-2024 EXPENSES</u>	<u>ENDING FUND BALANCE</u>	<u>CHANGE IN FUND BALANCE</u>	
<b>10</b>	<b>General Fund*</b>	<b>8,022,096.97</b>	<b>64,037,278.80</b>	<b>65,499,473.12</b>	<b>6,559,902.65</b>	<b>-1,462,194.32</b>	
20	Special Projects Funds	1,241,189.01	12,297,730.65	12,289,442.86	1,249,476.80	8,287.79	
30	Debt Service Funds	8,531,605.54	13,180,245.94	14,381,689.81	7,330,161.67	-1,201,443.87	
<b>40</b>	<b>Capital Projects Funds*</b>	<b>101,681,312.49</b>	<b>3,760,593.79</b>	<b>66,139,935.24</b>	<b>39,301,971.04</b>	<b>-62,379,341.45</b>	
50	Food Service Fund	0.00	2,962,497.26	2,962,497.26	0.00	0.00	196
73	Employee Benefit Trust Fund	8,521,126.04	1,494,757.75	1,080,180.81	8,935,702.98	414,576.94	
80	Community Service Fund	324,264.89	596,521.43	841,402.19	79,384.13	-244,880.76	
90	Package and Cooperative Programs	0.00	186,860.37	186,860.37	0.00	0.00	
	<b>TOTAL ALL FUNDS</b>	<b>128,321,594.94</b>	<b>98,516,485.99</b>	<b>163,381,481.66</b>	<b>63,456,599.27</b>	<b>-64,864,995.67</b>	

The above numbers are being audited by the district's financial auditor, the firm WIPFLI.

The ending fund balance for Fund 10 is equal to 9.7% of the Fund 10 2024-25 expenditure budget.

**\* The budget committee/school board will be reviewing the allocation of districtwide maintenance expenses between funds 10 and 49.**

The Fund 73 employee benefit trust fund is managed by American United Life at a 1.65% guaranteed rate of return through December 31st, 2024.

**WAUNAKEE COMMUNITY SCHOOL DISTRICT**

**September 9, 2024 BOARD MEETING**

**FUND BALANCE ACCOUNTING**

<u>FUND</u>	<u>FUND BALANCE DESCRIPTION</u>	<u>July 1, 2023 FUND BALANCE</u>	<u>ACCOUNT NUMBER</u>	<u>July 1, 2024 FUND BALANCE</u>	<u>Difference</u>
10	General Fund - Unassigned fund balance	5,925,989.43	939900	4,537,273.04	-1,388,716.39
10	General Fund - Restricted fund balance : Self insurance	502,796.90	936110	348,166.06	-154,630.84
10	General Fund - Restricted fund balance : Common School Funds	10,062.50	936130	34,097.45	24,034.95
10	General Fund - Committed Fund Balance*	386,484.68	937900	458,359.68	71,875.00
10	General Fund - Assigned Fund Balance**	1,196,763.46	938900	1,182,006.42	-14,757.04
	<b>FUND 10 TOTAL</b>	<b>8,022,096.97</b>		<b>6,559,902.65</b>	<b>-1,462,194.32</b>
21	Special Projects Funds - Restricted fund balance : Other	1,241,189.01	VARIES	1,249,476.80	8,287.79
30	Debt Service Funds - Restricted fund balance : Debt service retirement	8,531,605.54	936320	7,330,161.67	-1,201,443.87
40	Capital Projects Funds - Restricted fund balance : Other***	101,681,312.49	936900	39,301,971.04	-62,379,341.45
50	Food Service Fund - Restricted fund balance: Food service programs	0.00	936500	0.00	0.00
73	Employee Benefit Trust Fund - Restricted fund balance: Other	8,521,126.04	936900	8,935,702.98	414,576.94
80	Community Service Fund - Committed Fund Balance	324,264.89	937900	79,384.13	-244,880.76
	<b>Total</b>	<b>128,321,594.94</b>		<b>63,456,599.27</b>	<b>-64,864,995.67</b>
*The purpose of the committed fund balance is to allocate funds committed by the School Board for parking lot replacement/repairs, Warrior Stadium turf replacement, Warrior Pitch turf replacement (new), and band uniform replacement.					
**The purpose of the assigned fund balance is to allocate funds to allow building/department budgets to carry over unspent funds from one fiscal year to the next.					
***The district will be utilizing an additional fund, fund 49, to record the transactions related to the November 2022 referendum.					

**Waunakee Community School District**  
**2023-24 Fund Balance Report - June 30, 2024**

**10 Q 937900**

Balance June 30, 2023	
Parking Lot	121,875.00
Band Uniforms	24,609.68
Warrior Stadium	150,000.00
Soccer Pitch	90,000.00
 Beginning Balance	 386,484.68
 Balance June 30, 2024	
Parking Lot	131,250.00
Band Uniforms	27,109.68
Warrior Stadium	180,000.00
Soccer Pitch	120,000.00
 Ending Balance	 458,359.68

**10 Q 938900**

	Balance June 30, 2023	Balance June 30, 2024
Prairie School	26,488.02	31,971.57
Heritage School	11,499.60	24,323.72
Arboretum School	17,352.92	9,038.53
Intermediate School	72,069.15	85,117.72
Middle School	73,163.59	62,624.43
High School	71,516.17	62,011.13
Athletic Department	22,147.52	24,595.65
Curriculum - Elementary	244,354.01	210,216.37
Curriculum - Secondary	100,064.62	161,925.67
CTE Grant	109,962.58	164,717.40
Energy Conservation	6,368.82	6,368.82
Human Resources	-2,075.22	8,897.34
Maintenance	157,680.46	62,036.62
Student Services	95,290.71	121,115.72
Special Education	32,974.16	31,312.26
Superintendent	18,795.80	854.92
Technology	227,596.72	114,878.55
4K	0.00	11,301.04

Ending Balance	1,285,249.63	1,182,006.42
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<b>Waunakee Community School District</b>						
<b>Seclusion and Restraint Report</b>						
<b>2023-2024</b>						
<b>Building</b>	<b><u>Seclusion</u></b>	<b><u># Students Secluded</u></b>	<b><u># Students with Disabilities Secluded</u></b>	<b><u>Restraint</u></b>	<b><u># Students Restrained</u></b>	<b><u># Students with Disabilities Restrained</u></b>
Prairie	0	0	0	1	1	1
Arboretum	0	0	0	0	0	0
Heritage	5	2	2	5	2	2
Intermediate School	1	1	1	1	1	1
Middle School	0	0	0	0	0	0
High School	0	0	0	3	1	1

# Waunakee FORMATA 2024-25 Fundraising



Spread the word ↻

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**\$0**

Raised

**Not active**

**\$25,000**

Goal

**0**

Supporters

0% to goal

Donate to this campaign:

- [\\$10](#)
- [\\$25](#)
- [\\$50](#)
- [\\$100](#)
- [Other](#)

[Promote this fundraiser](#)

## About this fundraiser

The Waunakee Family Organization for Music and Theatre Arts (FORMATA) serves to encourage and maintain an enthusiastic interest in all phases of the music programs in the Waunakee Community School District. This includes supporting, both moral and financial, the music and theatre programs in the schools. This may include, but is not limited to, parent volunteers, enrichment activities, and equipment maintenance and funding. Anyone interested in the progress and development of the music program of Waunakee Schools is eligible for membership. Parents of pupils enrolled in music organizations are considered members.

This campaign welcomes any donations to the FORMATA general account, as well as funds raised through fundraisers including our "Raise it to the Roof" event on Sunday, October 13th, our annual fruit sale, and donations at our concert programming.

### Who is managing the campaign?

James Sercombe

## Campaign updates

+ Add post

 **JAMES SERCOMBE**   
 Waunakee Community High School  
📍 Waunakee, WI

### Supporters

Be the first to support!

# WAUNAKEE ATHLETIC DEPARTMENT

## OVERNIGHT TRAVEL REQUEST

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- Overnight stays within Wisconsin must be approved by the District Administrator.
- Overnight stays outside of Wisconsin must be approved by the District Administrator and the School Board.

**SPORT/TEAM:** Waunakee HS Girls Soccer

**REQUESTOR:** Andy Moll, Head Girls Soccer Coach, (608) 469-3606

**EVENT:** Adidas Tournament of Champions

**LOCATION OF EVENT:** Bettendorf, Iowa

**CONTACT INFO OF HOTEL:**

**Hampton Inn & Suites Davenport**  
**5290 Utica Ridge Rd, Davenport, IA 52807**

**COSTS:** The coach bus, hotel rooms, and meals for players/coaches are covered by the Booster club. Payment for this trip comes from team fees, and fundraising like concessions, Kids Clinic, the raffle, etc. The Boosters have their own credit card and tax exempt.

(Including: busing, hotels, etc...and who is responsible for covering the costs)

### **RATIONALE FOR REQUEST:**

The Varsity Girls Soccer Team would like the opportunity to attend the 2025 Adidas Tournament of Champions in Bettendorf, Iowa on May 2-3, 2025. This is a wonderful team building opportunity for our players and coaches and a chance to schedule games against high caliber competition. In addition, the weather will be nicer and field conditions are in much better shape in Iowa at this point of the season. The coach bus, hotel rooms, and meals for players and coaches will be covered by the Booster Club. Payment for this trip comes from team fees and fundraising. All games will be played at the TBK Bank Sports Complex, 4850 Competition Dr, Bettendorf, IA 52722. This trip will be supervised by Head Coach Andy Moll and assistant coaches Derek Helemer and Dan Gage.

**APPROVED AD:** \_\_\_\_\_ *Nicholas Conrad*

**APPROVED DISTRICT ADMINISTRATOR:** \_\_\_\_\_

**APPROVED SCHOOL BOARD:** \_\_\_\_\_