

PECATONICA AUXILIARY PERSONNEL HANDBOOK



The Pecatonica School District prohibits all personnel management practices which unfairly discriminate against any individual for reasons of race, color, religion, gender, gender expression, national origin, age, handicap, disability, arrest or conviction record not substantially related to employment, sexual orientation, marital status, military service, use or non-use of legal products when off the employer's premises during nonworking hours, genetics, pregnancy, creed, ancestry or declining to participate in any meeting or to participate in any communication about religious or political matters. The School District shall only hire individuals who are legally authorized to work with proper documentation.

Revised July 2023

Table of Contents

PECATONICA AUXILIARY PERSONNEL	6
SCHOOL-YEAR: INSURANCE, FLEXIBLE SPENDING, LTD, WRS	6
TWELVE-MONTH: INSURANCE, FLEXIBLE SPENDING, LTD, WRS	7
LEAVES	8
PAID HOLIDAYS, VACATION	10
JOB ASSIGNMENTS, HOURS, BREAKS	10
EMPLOYEE LAYOFF, RECALL, RESIGNATION, TERMINATION	11
GRIEVANCE PROCEDURE	14
EMPLOYEE ACCESS TO NETWORKED INFORMATION RESOURCES	16
ALCOHOL AND DRUG FREE WORKPLACE	17
STAFF ETHICS	18
EMPLOYEE HARASSMENT & BULLYING	19
TITLE IX SEXUAL HARASSMENT POLICY 513	21



**PERSONNEL HANDBOOK RECEIPT
AND ACKNOWLEDGMENT - PCAP
2023-24 Support Staff**

I acknowledge that I have received and read the PECATONICA AREA SCHOOL DISTRICT Employee Handbook and understand the provisions contained herein. I understand that the terms described in the Personnel Handbook may be altered, modified, changed, or eliminated by the District at any time, with or without prior notice.

The Personnel Handbook applies to employees not covered by a collective bargaining agreement and to employees so covered when the provisions of the Personnel Handbook do not contradict the applicable collective bargaining agreement or when the Personnel Handbook addresses an area not covered by the applicable collective bargaining agreement.

I further understand that the Personnel Handbook and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied.

Print Full Name : _____

Employee Signature: _____

Date: _____

(This page will be maintained in the employee's personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than seven (7) years.)

VISION STATEMENT

Pecatonica Area Schools will continue to be a focal point of learning for the community by offering personalized education opportunities to students and residents. The school will be a source of great community pride, valued and supported by all, attracting new members and economic prospects to the area.

MISSION STATEMENT

The Pecatonica Area School District will provide each student a diverse education in a safe, supportive environment that challenges and equips students to become productive and innovative learners, leaders, and citizens in our ever changing global community.

GENERAL EMPLOYMENT POLICIES AND PRACTICES

The Pecatonica Area School District believes that its employees are among its most important assets. This employee handbook will provide you with some of the information you will find helpful as an employee of the Pecatonica Area School District. It is important that you be familiar with and understand the information contained in this handbook.

This handbook is provided for informational purposes only and is intended to provide a general overview. Nothing in this handbook is to be interpreted to create an express or implied contract, covenant, promise or representation between the District and you. There is no employment agreement intended or implied by this handbook.

The Board reserves the sole right to add, change, withdraw, or revoke any or all policies or practices at any time for any reason, with or without advance notice.

Where benefits and other specific matters are addressed in any written employment contract signed and approved by the Board or its authorized designee, they are governed by the contract to the extent it applies. Except where there is express language in a contract that conflicts with the language in this handbook, this employee handbook supersedes and replaces any and all previously stated policies and practices, oral or written representations, or statements of the District including, but not limited to, those contained in any handbooks, handbooks or correspondence.

This handbook is intended to be used and read in conjunction with existing Board policies. While a number of Board policies are expressly included or referenced in this handbook, however, this EMPLOYEE HANDBOOK should not be considered all inclusive.

It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Pecatonica Area School District Board of Education.

The District is an equal opportunity employer. No person shall be denied employment or promotion on the basis of race, color, religion, creed, age, gender, sex, national origin, race, ancestry, sexual orientation, handicap, disability or any other basis prohibited by law.

All employees are expected to conduct themselves in a professional manner at all times.

PECATONICA AUXILIARY PERSONNEL

Auxiliary Staff Hiring: The Pecatonica Area Board of Education will approve the employment of all School Year and Twelve (12) Month Support Staff Employees. The Board delegates to the District Administrator the responsibility for the recruitment, assignment, and termination of all support staff positions.

SCHOOL-YEAR: INSURANCE, FLEXIBLE SPENDING, LTD, WRS

Health Insurance: School-Year Support Staff Employees who meet the requirements of the health insurance plan shall have the option of participating in a group health insurance plan. The plan carrier and the level of the benefits offered shall be designated by the Board. School-Year employees who choose not to participate in the group health insurance plan waive their right to this benefit until such time as a change in circumstances or open enrollment permits an employee to commence participation. The Board will pay 87.5% of the single plan or family plan premiums for School-Year Employees who are employed for 1080 hours or more in a contract year.

Flexible Benefit/Spending Account Plan: Employees eligible for health insurance may annually choose, consistent with the terms of the District's cafeteria plan, between:

- a) Participation in the District's health plan, with the commensurate premium payment specified above, or
- b) A taxable annuity payment for retirement purpose equivalent to \$5000, in lieu of District's health insurance plan coverage as stated above.

An employee of the school district who is eligible for insurance, but already receives the district health insurance benefit through a family plan (spousal employee of the district), is not eligible for the cash in lieu of health insurance benefit. This would constitute insurance duplication. In the case of married employees, both could receive single insurance or one employee can have a family plan effectively covering the spouse employed by the school district.

Employees electing cash in lieu of health insurance will defer such compensation to the District's tax-shelter

annuity plan provided such deferral complies with the limits applicable to §403(b), 415 and 402(g) of the Code. Employees shall be responsible for income tax and the employee share of payroll taxes if applicable.

To the extent consistent with the cafeteria plan rules under §125 of the Code regarding changes in family status and other coverage changes, employees who choose the annuity as described above shall be able to enroll in the District's health plan at a later date pursuant to the carrier's late enrollment terms, timelines, and conditions of entry or reentry.

In addition, the Board will provide access to Flexible Spending Account Plan that complies with the requirements of §125 of the Internal Revenue Code and that are administered through a third-party plan administrator selected by the Board. The Board may, in its sole discretion, authorize the plan administrator to modify available menu items under either the Plan or establish or modify contribution limits at any time provided that any notice required by federal law is provided to Plan participants.

Dental Insurance: School-Year Support Staff Employees who meet the requirements of the dental insurance plan shall have the options of participating in the group dental plan. The plan carrier and the level of the benefits offered shall be designated by the Board. School-Year Employees who choose not to participate in the group dental insurance plan waive their right to this benefit until such time, if any, as a change in circumstances or open enrollment permits an employee to commence participation. For School-Year Employees, the Board pays the premium for single or family dental insurance in the amount of 85% of the monthly premium.

Long-Term Disability: The Board shall pay 100% of the long-term disability policy. The plan carrier and the level of benefits offered shall be designated by the Board.

Life Insurance - The Board shall pay 100% of the premium for a life insurance policy. The plan carrier and the level of benefits offered shall be designated by the Board. The Board shall have the option to pay a prorated premium toward the cost of life insurance for part time teachers.

WRS: The District participates in the Wisconsin Retirement System and pays the actuarially determined employer contribution for Nine-Month Support Staff Employees who are eligible to participate. Each eligible employee shall be required to contribute to the Wisconsin Retirement System an amount equal to one-half of all actuarially required contributions.

TWELVE-MONTH: INSURANCE, FLEXIBLE SPENDING, LTD, WRS

Health Insurance: Full-time Twelve-Month Employees who meet the requirements of the health insurance plan shall have the option of participating in a group health insurance plan. The plan carrier and the level of the benefits offered shall be designated by the Board. Those Twelve-Month Employees who choose not to participate in the group health insurance plan waive their right to this benefit until such time as a change in circumstances or open enrollment permits an employee to commence participation. For Twelve-Month Employees, the Board pays the premium for single or family health insurance in the amount of 87.5% of the monthly premium. The Board shall have the option to pay a prorated premium toward the cost of health insurance for part time twelve-month employees.

Flexible Benefit/Spending Account Plan: Employees eligible for health insurance may annually choose, consistent with the terms of the District's cafeteria plan, between:

- a) Participation in the District's health plan, with the commensurate premium payment specified above, or
- b) A taxable annuity payment as specified above, in lieu of an employee's single health insurance plan coverage as stated above.

Employees electing the annuity must defer such compensation to the District's tax-shelter annuity plan provided such deferral complies with the limits applicable to § 403(b), 415 and 402(g) of the Code. It is understood that employees electing the annuity will be subject to withholding and payroll taxes, if applicable, including by way of illustration and not limitation, FICA and Medicare tax. Employees shall be responsible for income tax and the employee share of payroll taxes, if applicable.

To the extent consistent with the cafeteria plan rules under §125 of the Code regarding changes in family status and other coverage changes, employees who choose the additional payments of cash compensation described above shall be able to enroll in the District's health plan at a later date pursuant to the carrier's late enrollment terms, timelines, and conditions of entry or reentry.

In addition, the Board will provide access to Flexible Spending Account Plan that complies with the requirements of §125 of the Internal Revenue Code and that are administered through a third-party plan administrator selected by the Board. The Board may, in its sole discretion, authorize the plan administrator to modify available menu items under either the Plan or establish or modify contribution limits at any time provided that any notice required by federal law is provided to Plan participants.

Dental Insurance: Full-time twelve-month employees who meet the requirements of the dental insurance plan shall have the options of participating in the group dental plan. The plan carrier and the level of the benefits offered shall be designated by the Board. Those Twelve-Month Employees who choose not to participate in the group dental insurance plan waive their right to this benefit until such time, if any, as a change in circumstances or open enrollment permits an employee to commence participation. For Twelve-Month Employees, the Board pays the premium for single or family dental insurance in the amount of 85% of the monthly premium. The Board shall have the option to pay a prorated premium toward the cost of dental insurance for part-time Twelve-Month Employees.

Long-Term Disability: The Board shall pay 100% of the premium for a long-term disability policy. The plan carrier and the level of benefits offered shall be designated by the Board. The Board shall have the option to pay a prorated premium toward the cost of long-term disability for part-time Twelve-Month Employees.

Life Insurance - The Board shall pay 100% of the premium for a life insurance policy. The plan carrier and the level of benefits offered shall be designated by the Board. The Board shall have the option to pay a prorated premium toward the cost of life insurance for part time teachers.

WRS: The District participates in the Wisconsin Retirement System and pays the actuarially determined employer contribution for teachers who are eligible to participate. Each eligible part-time Twelve-Month Employees shall be required to contribute to the Wisconsin Retirement System an amount equal to one-half of all actuarially required contributions.

LEAVES

Absence From Work–Duty To Report: A Nine and Twelve-Month Support Staff Employee who is unable to report for work at the beginning of his/her workday shall notify his or her supervisor, including the reason for such absence, at least one hour and thirty minutes before the commencement of the shift.

Paid Time Off (PTO): School-Year Employees shall be granted six (6) personal or family illness days and four (4) personal days, prorated as necessary based upon your regularly scheduled hours per day. Twelve-Month Employees shall be granted ten (10) days for absences caused by illness or physical disability of the employee, the employee’s spouse, or child of the employee or for personal matters which require absence during school hours. Twelve month employees will be granted four (4) personal days. Bus drivers shall be granted three (3) days. Only two of the ten days may be used consecutively except for absences caused by illness. When less than a full day, leaves may be taken in hourly increments. Personal illness and personal days will be used before unpaid days are granted.

PCAP Employees will use True Time, which is the School District’s online timekeeping software. It is expected that employees will learn the system and track their hours, as well as vacation requests and PTO leave in True Time.

PTO days are cumulative to 120 days and become accumulated sick leave. Unused personal leave days shall be added to the total accumulation of unused sick leave annually until the 120 limit is reached. Accumulated sick leave may only be used for personal illness unless FMLA regulations apply. Support Staff shall be given a written accounting of unused sick leave at the beginning of each school year, and this is also found in True Time through Skyward Finance.

School-Year Employees may use current-year personal days when school is canceled for the entire day due to inclement weather.

Funeral Leave: Each employee shall be entitled to four (4) days off with full pay in addition to personal leave when there is a death in his/her immediate family. “Immediate Family shall include an employee’s spouse, children, or parents or grandparents. All family designations shall include –step and –in-law relationships. Personal leave is available for the death of other family members.

In the event that the above-mentioned funeral leave is insufficient, any employee may, if necessary, use up to five (5) days maximum accumulated sick leave days to obtain additional necessary time off.

Sick Leave Buyout: After 10 years of consecutive employment with the District, support staff leaving the employ of the District shall receive \$10.00 a day for each accumulated sick leave day up to 110 days. Part time staff working less than 8 hours per day will have their buyout prorated.

Jury Duty: All employees summoned for jury duty shall, at the employee's option, receive full pay while summoned for or serving on a jury on their regular work days up to 10 days per year. Any employee, who exercises this option to receive full pay, must turn in to the District any compensation, excluding any mileage or meal allowance, received for such duty.

Military Leave: Employees shall be granted military leave in accordance with applicable federal and state laws.

Leave for Emergency Medical Services and Volunteer Fire Personnel: It is the policy of the Pecatonica Area School District to allow staff who participate with local EMS and Fire Departments leave from their duties as assigned to respond to an emergency call. Approved staff will not be penalized for leaving the premises to respond to calls granted that they inform their immediate supervisor that they are leaving to respond to a call and there is sufficient backup in place to perform their duties due to this temporary absence.

Family Medical Leave: It is the policy of the Pecatonica Area School District to comply with all applicable state and federal laws concerning child-rearing, personal illness or family illness leave.

Leaves provided by the District which are taken for the same reasons as leaves covered by the Family Medical Leave Act (FMLA) are not in addition to the leave provided under the FMLA. If leave qualifies for family or medical leave under either or both the federal or state laws, the leave used counts against the employee's entitlement under both the federal and state FMLA concurrently. Leave covered by the FMLA will be deducted from the entitlement under the FMLA.

If the employee is eligible for leave only under the Federal Family and Medical Leave Act, the District will require the employee to substitute any personal days to which the employee is entitled, for child rearing or family illness leave provided under the Federal Law and thus convert the unpaid leave to paid leave. Also, the District will require employees to substitute any sick leave to which the employee is entitled, for personal illness leave provided under the Federal Law, and thus convert the unpaid leave into paid leave. When paid leave is substituted for unpaid leave under Federal Law, the substitute leave will be counted as leave taken under the Federal Law.

Absences Without Leave: No employee may be absent himself/herself from duty without permission of his or her supervisor. Absence without permission shall be reason for discharge. Any employee absent for three consecutive working days without notice shall be considered to have resigned from District service.

Unpaid Leaves of Absence: The District Administrator is authorized in emergency situations to grant staff members brief leaves of absence without pay for reasons not covered by the current employee handbook. An employee may request an unpaid leave for up to eight (8) days for an "once-in-a-lifetime opportunity". The District Administrator is authorized to grant such requests in accordance with the following terms and conditions.

A leave will be granted only if no similar leave has been granted to the employee during the previous two school years. A maximum of two (2) such leaves may be granted for the entire nine month staff during any school calendar year.

1. Only one nine-month employee may be on unpaid leave at any one time.
2. Requests for leave must be submitted at least three weeks in advance.
3. The employee's work record and pattern of attendance must be satisfactory.
4. A suitable substitute must be available to fill in during the period of the leave.

The District Administrator's decision on any request may be appealed to the Board.

PAID HOLIDAYS, VACATION

School Year Paid Holidays: School Year Support Staff Employees, except bus drivers, will be paid for the following holidays:

- | | |
|---------------------|----------------------|
| 1. New Year's Day | 2. Good Friday |
| 3. Memorial Day | 4. Labor Day |
| 5. Thanksgiving Day | 6. Christmas Eve Day |
| 7. Christmas Day | |

Twelve-Month Paid Holidays: Twelve-Month Employees will be paid for the following holidays:

- | | |
|-------------------------|-------------------------|
| 1. New Year's Day | 2. New Year's Eve Day |
| 3. Good Friday | 4. Memorial Day |
| 5. July 4 th | 6. Labor Day |
| 7. Thanksgiving Day | 8. Thanksgiving Friday. |
| 9. Christmas Day | 10. Christmas Eve Day |

Vacations: Vacation allowances for twelve-month employees* accrue on the following basis:

Employment Year	Vacation entitled (July 1 – June 30)
1 st year	1 Week
2 nd year	2 Weeks
7 th year	3 Weeks
15 th or more	4 Weeks

Vacation time must be used during the year in which it was earned or shall be treated as lost. Scheduled vacation time must receive prior approval from the building principal.

*Twelve-month employees are those individuals whose job assignment indicates the employee will work 5 days per week for 52 weeks, excluding any holidays, vacations, or personal leave time.

JOB ASSIGNMENTS, HOURS, BREAKS

Job Assignments: Job assignments will be based on needs of the District. The District Administrator will assign support staff duties that comply with full time or part time employment regulations and are based on District needs. The School District Administrator or his/her designee may assign staff in the same classification to different buildings or roles within the building based on District need.

Hours: Work hours will be based on need and schedule. Time over forty hours per week assigned by the

District is paid at one and one-half time. In lieu of receiving pay for overtime hours worked, employees may receive compensatory time off under the following conditions.

1. An employee may not accumulate more than eight (8) hours for compensatory time in a pay period.
2. Overtime must be documented and approved by the employee's supervisor. It would be granted only during the week accumulated.
3. Both the employee and the employee's supervisor agree to compensatory time in lieu of overtime pay. If either party disagrees, overtime pay will be given.

Breaks: All full-time School Year and Twelve-Month employees shall be allowed two (2) paid fifteen minute breaks per day.

Lunch: All full-time school year and twelve month employees are required to take a 30 minute unpaid lunch period per day.

Emergency Closure: In the event school is called off due to inclement weather or an emergency, employees will be paid only for the time actually worked that date. School year employees may use personal days when school is canceled for the entire day due to inclement weather.

Mileage: Professionals will provide their own transportation to their first two assignments of the day. The District will reimburse starting on the third trip. Professionals will be reimbursed at the IRS approved rate. Mileage will not be paid for after school activities.

Mileage to professional development sites: staff may attend professional development outside of the school district. If more than one staff member is attending the same event, they need to either car-pool or take a district vehicle. The district will not reimburse mileage to individuals if more than one vehicle is taken to professional development, unless that vehicle is beyond passenger capacity. Mileage to a professional development out of state or more than 200 miles round trip may be capped due to budgeted availability of funds.

Mileage reimbursement requests must be made within 60 days of the event. The mileage begins at the teacher's headquarters for employment or at their home, whichever is closer to the event. If reimbursement requests are made after 60 days, the payment is only subject to availability of funds and would be paid at the rate that is lower, as the IRS reimbursement rate fluctuates.

Job Vacancy: When a vacancy occurs, or a new position is created, the District shall state in the posting the minimum requirements, as stated in the job description, necessary for an application to be considered. Employees may apply for any vacancy for which they are qualified, but the District reserves the right to select the most qualified candidate to fill any vacancy.

EMPLOYEE LAYOFF, RECALL, RESIGNATION, TERMINATION

School Year Employee Layoff: When it becomes necessary to lay off Nine-Month Employees, in whole or in

part, for reasons other than the performance or conduct, the Board will make the reduction in the department affected. The criteria to be used are qualifications, length of departmental service, and length of service in the District. There will be no bumping between the employee categories. Employees will be grouped into the following categories:

- | | |
|---------------------|----------------------|
| 1. Office Personnel | 4. Aides |
| 2. Cooks | 5. Special Education |
| 3. Custodians | 6. Bus Drivers |

Employees may be laid off with 10 days advance notice.

Recall: If an employee is recalled, it will be in the category from which the employee is laid off. Recall will be in the inverse order of layoff in the affected department. The following procedure will be followed when recalling an employee:

1. The Board or its agent shall mail the recall notice by certified mail to the employee's last known address. The notice of recall shall advise the employee of the time and place that the employee is to report for duty.
2. It shall be the employee's responsibility to keep the Board informed as to the employee's current address.
3. If the Board does not receive written confirmation of the employee's acceptance of recall within fourteen calendar days from the date of the mailing of the notice, the employee loses all rights to be recalled. Failing to report at the requested time and place for work will void the recall and all reemployment rights of the employee.
4. Re-employment rights shall extend for a period not to exceed **twelve** months from the date of layoff.

No employee on layoff shall be precluded from securing other employment while on layoff status.

Twelve -Month Employee Layoff: When it becomes necessary to lay off twelve-month employees, in whole or in part, for reasons other than the performance or conduct, the Board will make the reduction in the department affected. The criteria to be used are qualifications, length of departmental service, and length of service in the District. There will be no bumping between the employee categories. Employees will be grouped into the following categories:

1. Custodians
2. Office Personnel

Employees may be laid off with 10 days advance notice.

Recall: If an employee is recalled, it will be in the category from which the employee is laid off. Recall will be in the inverse order of layoff. The following procedure will be followed when recalling an employee:

1. The Board or its agent shall mail the recall notice by certified mail to the employee's last known address. The notice of recall shall advise the employee of the time and place that the employee is to report for duty.
2. It shall be the employee's responsibility to keep the Board informed as to the employee's current address.
3. If the Board does not receive written confirmation of the employee's acceptance of recall within fourteen calendar days from the date of the mailing of the notice, the employee loses all rights to be recalled. Failing to report at the requested time and place for work will void the recall and all reemployment rights of the employee.
4. Re-employment rights shall extend for a period not to exceed **twelve** months from the date of layoff.

No employee on layoff shall be precluded from securing other employment while on layoff status.

Resignation of Nine and Twelve-Month Employee: A written notice of resignation shall be filed with the District Administrator at least fourteen days prior to the effective date of the resignation. Such notice may be waived under extenuating circumstances.

Discipline and Termination: The Board of Education retains the right and responsibility to manage the workforce. The District Administrator or his/her designee may issue discipline or discharge. Employees may be disciplined or discharged for failure to meet the District's performance expectations, breach of confidentiality, incompetence, inefficiency, neglect of duty, immoral conduct, unprofessional conduct or insubordination. Knowingly falsifying information or omitting requested information shall be grounds for termination of employment, or refusal to consider for hire.

GRIEVANCE PROCEDURE

Grievance Procedure: The purpose of this Section is to provide for an internal method for resolving grievances under the terms of the *Employee Handbook*. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

Definitions: Grievance: A "grievance" is defined as any complaint that arises under this *Handbook* regarding the interpretation, application or violation of this *Handbook*. The grievance should entail:

1. Clear concise facts of the grievance;
2. The part of the handbook allegedly violated;
3. The remedy sought, and;
4. Shall be signed and dated by the grievant and/or his/her designee.

A. Grievant: A "grievant" may be any employee or group of employees.

C. Day: The term "days" as used in this Article shall mean regularly scheduled workdays, or during the

summer, days when the District Office is open, unless otherwise indicated.

Time Limits: The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

Grievance Processing Procedure: Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. The informal meeting and discussion shall occur within thirty days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievant within ten days. If the matter cannot be resolved or if no answer is provided in the above time frame, the grievant(s) may file a written grievance.

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant(s) may file a written grievance with the immediate supervisor within ten days of the response in Step One above or if no response is provided within ten days of the deadline for the response. The immediate supervisor shall respond to the grievance in writing within ten days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with the response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Three - Appeal to District Administrator: If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten days after the response at Step Two or if no response is provided within ten days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative.

If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer, if the grievance involves discipline, termination, or workplace safety.

Step Four - Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten days after receipt of the District Administrator's answer or if no response is provided within ten days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety.

Grievances involving any other issue may be appealed directly to the Board under Step Five, and the Board shall review the decision that the District Administrator issued in Step Two or Three. The hearing officer shall conduct the hearing informally and impartially in such a manner as he or she deems best calculated to ascertain the correctness of the allegations of the grievance.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

A record shall be made of the hearing in such form as the hearing officer determines is appropriate but shall, at a minimum, include and audiotape of the hearing and preservation of all written materials presented at the hearing.

Recommendations for the impartial hearing officer list will be generated by the grievant and the District Administrator. The grievant and District Administrator shall alternatively strike one name from the list of five (5) until one name remains. The District will cover the cost of the impartial hearing officer. At the hearing the employee shall have the right to 1) have representation; 2) call witnesses; 3) submit documents; and 4) provide testimony.

Step Five – Appeal to Board of Education: If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within ten days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance and make its decision at the next regularly scheduled Board meeting or special meeting within fifteen days. The Board's written response shall be received by the grievant within five (5) business days following said meeting.

All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

Grievant's Right to Representation: Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

Consolidation of Grievances: Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

ACCESS TO NETWORKED INFORMATION RESOURCES

With the spread of telecommunications throughout the modern workplace, the Board of Education recognizes that District employees will shift the ways they share ideas, transmit information and contact others. As employees are connected to the global community, their use of new tools and systems brings new responsibilities as well as opportunities. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning to incorporate the vast, diverse, and unique resources available through the Internet.

The Board encourages District employees to make use of the Internet and telecommunications to explore educational topics, conduct research, and contact others in the educational world. The Board anticipates that systems will expedite the sharing of effective practices and lessons across the District and will help employees stay on the leading edge of practice by forming partnerships with others across the nation and around the world. The Board of Education provides staff with access to the Internet for limited educational purposes only and utilizes online educational services to enhance the instruction delivered to its students and to facilitate the staff's work. The District's Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board expects that all employees will use electronic mail (e-mail) and telecommunications tools and apply them daily in appropriate ways to the performance of tasks associated with their positions and assignments. Toward that end, the Board directs the District Administrator to provide District employees with training in the proper and effective use of telecommunications and e-mail. Specifically, the District Administrator is directed to specify those behaviors which are permitted and those which are not permitted, as well as appropriate procedures to guide network use by employees. Employees are expected to communicate in a professional manner consistent with applicable state and federal laws and regulations. E-mail and telecommunications are not utilized to share confidential information about students or other employees. No user may disclose, use or disseminate personal identification information regarding minors without authorization.

Staff members will provide instruction on standards of acceptable technology use and Internet safety as part of technology courses and as part of instruction within regular classrooms. Staff will provide students training in the use of the District network, and the requirements of District policy and applicable rules. Instruction shall include appropriate use of online resources (i.e. social networking sites, chat rooms, and blogs), and cyber-bullying awareness and response.

Communication over e-mail and other telecommunication networks should not be considered private. Network supervision and maintenance may require review and inspection of directories or messages. The District reserves the right to access stored records in cases where there is reasonable cause to suspect wrong-doing or misuse of the system. The District Administrator or his/her designee may also examine communications in order to ascertain compliance with network procedures for acceptable use. E-mail and other telecommunication messages transmitted over District networks are considered District property and may be subject to provisions of the state public records law.

Administration shall provide all staff members with copies of all applicable technology use policies and procedures annually as part of the employee handbook. Each staff user shall have a signed current employee handbook receipt and acknowledgement form on file with the District Office. Staff members shall verify that they understand both the staff and student technology use policies and rules. The District reserves the right to amend its policies and procedures regarding employee access to network information resources and acceptable use agreements.

General Network Rules

The network is provided for District employees and students to conduct research, complete assignments and communicate with others. Communications over the network are often public in nature, therefore general rules and

standards for professional behavior and communications will apply.

The following behaviors are not permitted on District networks:

1. Revealing proprietary information or sharing confidential information about students or other employees.
2. Accessing, sending, or displaying offensive messages, pictures or pornography.
3. Using obscene language.
4. Sending messages that are offensive, defamatory, discriminatory, or intended to frighten, intimidate, abuse, harass, or attack another person.
5. Engaging in practices that threaten the network, are detrimental to the Pecatonica Area School District, or intentionally waste limited resources (e.g., loading files that may introduce a virus, downloading music or videos that may overload District server space.
6. Electronic transmission of any material which is libelous, scurrilous, or in any way detrimental to the Labor-Management relationship.
7. Violating copyright laws.
8. Using other users' passwords. Passwords used by employees on District computers must be disclosed to the District.
9. Trespassing in other users' folders, documents or files.
10. Using the network for commercial purposes, financial gain or fraud.
11. Violating regulations prescribed by the network provider.
12. Promoting, supporting or celebrating religion or religious institutions

The network administrator will report inappropriate behaviors to the employee's supervisor who will take appropriate disciplinary action. Any other reports of inappropriate behavior, violations or complaints will be routed to the employee's supervisor for appropriate action. Violations may result in a loss of access and/or disciplinary action. When applicable, law enforcement agencies may be involved.

ALCOHOL AND DRUG FREE WORKPLACE

An employee, contracted or otherwise, shall not use, possess, distribute, sell, or be under the influence of alcohol or other drugs not medically prescribed while on school premises, while involved in or attending any school-sponsored activity or when performing school district business.

Staff members who use or possess a prescription drug that has been lawfully prescribed to the staff member, and taken in accordance with the prescribed dosage, shall not be deemed to be in violation of this policy. Wherever possible, a staff member should take prescribed medications at home and not bring them to school. Where that cannot be accomplished, any staff member in possession of prescribed medications while at school is responsible for taking appropriate precautions to assure that the drugs remain in the staff member's possession at all times and are taken in private, out of the view of students.

Employees, contracted or otherwise, violating this policy shall be subject to disciplinary action, up to and including suspension or termination of employment. The District may take action through a medical referral or law enforcement in

response to violations of this policy. This policy shall be published annually in the employee handbook and distributed to all employees of the District. Building Principals and other supervisors shall receive alcohol and other drug awareness training and information necessary to carry out their policy enforcement responsibilities.

All employees, contracted or otherwise, shall be expected to abide by provisions of this policy. In addition, employees engaged in the performance of a grant received directly from the federal government shall notify the District Administrator or designee of any criminal drug statute conviction occurring in the workplace within the time period specified by law. The District Administrator shall notify the granting agency of the conviction.

STAFF ETHICS

The Board of Education believes an effective educational program requires the services of individuals with integrity, high ideals, and human understanding.

All District employees are expected to accept responsibility for their conduct and to understand that their conduct may be regarded as representative of the District. Employees are required to abide by a standard of conduct that models good citizenship and to be an example of self-discipline for students, parents, and the community. All staff members are expected to be familiar with and adhere to Board policies, related administrative rules and other ethical conduct expectations outlined in employee handbooks. Staff members shall adhere to all laws that affect their work including the ethical standards for public employees required by state law. Violations of this policy may result in disciplinary action, up to and including termination, and/or possible legal action when applicable.

All District Employees are expected to maintain high standards in their school relationships including but not limited to the following:

1. The education of children as the first concern of the school system.
2. The maintenance of just and courteous professional relationships with students, parents, and others.
3. The maintenance of their efficiency and knowledge of the developments in their fields of work.
4. The maintenance, respect, compliance with state and federal laws to protect the information concerning students, families, staff, and District matters.
5. The transaction of all official business with the properly designated authorities of the school system, while ensuring the confidentiality of privileged information as appropriate.
6. The establishment of a friendly and cooperative relationship between the community and the school system.
7. The establishment of a respectful, individual, and collaborative effort to support District goals, Board policies, and procedures, and the education of our students.
8. Restraint from using their position to promote partisan politics, sectarian religious views, or selfish propaganda of any kind, or for personal, monetary, or non-monetary gain.
9. The establishment and maintenance of a culture that seeks to continually improve the education and welfare of our students. This requires assessment of both the strength and weaknesses of our current practices, and the willingness to seek improvement with the staff members directly involved. The purpose of sharing the information is to improve services to our students within an atmosphere of support, honesty, and professionalism.
10. The proper use and protection of all school properties, equipment, and materials.
11. The adherence to all ethical standards for public employees and officials required by state law.
12. The knowledge of and adherence to District policies in areas related to their employment responsibilities.
13. Restraint from outside employment which will impair the ability to execute employment responsibilities.
14. Failure to adhere to this Code of Ethics will result in action appropriate to the infraction.

SCHOOL SAFETY & PROFESSIONAL EXPECTATIONS

School Safety: Recent events have necessitated review of existing safety measures and implementation of additional security measures. Staff are expected to keep exterior doors closed and locked. Staff may not prop doors open during the school day and must close and lock windows before departing each evening. Failure to do this, whether intentionally or unintentionally, may result in disciplinary action. Security breaches result in increased risk to the safety of students and staff and creates additional liability exposure for the District.

Student Confidentiality and Communications: Employees are required to comply with federal, state and local law regarding communication of student information (including academic and behavioral), and student health information. For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include: 1. Confidentiality of student records. 2. Confidentiality of other district records. 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.

Technology Use in School: Staff has access to technology throughout the school day. It is expected that if the technology use is unrelated to their specific job assignment, that they will not use it during their work time, as to model preferred behavior for our students. Staff will refrain from making or taking personal calls during instructional time, or from spending inordinate amounts of time on personal email or personal social media accounts. Please refer to our Acceptable Use Policy for additional information.

Dress Code: The School District does not have an employee dress code. The expectation is that the employees would follow the expectations outlined for students in the student dress code and dress for their day's activities. It is preferred that staff will dress up on days or for events where students are expected to dress up (i.e. concert days), and that staff will maintain a professional manner of dress and footwear consistent with representing the school district in and out of the school building during school hours.

EMPLOYEE HARASSMENT & BULLYING

The Board is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the District who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or

religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices (hereinafter referred to as "Protected Characteristics"), and encourages those within the District as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

The Board will investigate all allegations of harassment and in those cases where harassment is substantiated, the Board will take immediate steps calculated to end the harassment, prevent its recurrence, and, if applicable, remedy its effects.

Definitions

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a school employee on the basis of the employee's Protected Characteristics that:

- A. places a school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. is sufficiently severe, pervasive, and persistent so as to create a hostile working environment which materially alters the employee's working conditions from the perspective of a reasonable person similarly situated;
- C. has the effect of substantially disrupting the orderly operation of a school or any other aspect of the District's operations.

Sexual Harassment

See Policy - 513 Title IX: Sexual Harassment for the definition.

Romantic or sexual relationships between District staff (teachers, aides, administrators, coaches or other school authorities) and a student is expressly prohibited. Any school staff member who engages in sexual conduct with a student may also be guilty of a crime and any information regarding such instances will be reported to law enforcement authorities.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Age Harassment

Prohibited age based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's age, being over age forty (40), and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Race/Color Harassment

Prohibited race/color based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race and/or color and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability, perceived disability, or record of disability, and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's current or past disabling condition or a perceived condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

It is the responsibility of the administration, supervisors and all employees to ensure that these prohibited activities do not occur. Accordingly, any employee who believes that he/she has been the subject of prohibited harassment shall report the matter immediately to his/her immediate supervisor. If the complaint involves alleged improper behavior by the immediate supervisor, the employee shall report the matter to the next higher administrative authority. If the complaint involves alleged improper behavior by the District Administrator, the employee shall report the matter to the Board President. All such reports shall be investigated in a timely manner. Members of the District who believe they have been harassed are entitled to utilize the District's complaint process that is set forth in 511 Rule - Employee Discrimination Complaint Procedure. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment unless the complaining individual makes the complaint maliciously or with the knowledge that it is false.

Harassment is a serious issue not just for the District, but also for each individual. Any employee who engages in harassment shall be subject to immediate discipline, up to and including discharge.

TITLE IX: SEXUAL HARASSMENT EMPLOYEES

Title IX of the Education Amendments of 1972 and its implementing regulations in 34 C.F.R. Part 106 (collectively “Title IX”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and the Wisconsin Fair Employment Act (Wis. Stat. §§111.31-111.395), all protect employees from discrimination, including harassment, on the basis of sex. The Pecatonica Area School

District (“District”) does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the District’s education programs and activities extends to employment. Inquiries about the application of Title IX may be referred to the Title IX Coordinator or the Assistant Secretary for Civil Rights of the United States Department of Education, or both. Contact information for the Title IX Coordinator is provided below.

This policy is only intended to address sexual harassment against employees under Title IX. Any other type of discrimination and harassment (including sexual harassment under Title VII or the Wisconsin Fair Employment Act) against employees, based on race, color, national origin, age, sex, sexual orientation, pregnancy, creed or religion, genetic information, disability, marital status, citizenship status, veteran status, ancestry, arrest record, conviction record, or any other status protected by law, as addressed in Policy 511 and 512.

Sexual harassment against students under Title IX is addressed in Policy 413.

Definition of Sexual Harassment under Title IX

Sexual harassment under Title IX means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on another employee’s participation in unwelcome sexual conduct;
- (2) Unwelcome conduct that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
- (3) Sexual assault, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), dating violence, as defined in 34 U.S.C. § 12291(a)(10), domestic violence, as defined in 34 U.S.C. § 12291(a)(8), or stalking, as defined in 34 U.S.C. § 12291(a)(30).

Notice of Sexual Harassment under Title IX When the District has actual knowledge of sexual harassment under Title IX in an education program or activity of the District against an employee, in the United States, the District shall respond promptly in a manner that is not deliberately indifferent.

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment under Title IX to

- (1) the District’s Title IX Coordinator;
- (2) any official of the District who has authority to institute corrective measures on behalf of the District; or
- (3) any employee of the District.

Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX and the context in which the sexual harassment occurred. 10

Identification of Title IX Coordinators: The District Administrator is designated as the “Title IX Coordinator” and authorized by the District to coordinate its efforts to comply with Title IX and this Policy. The contact information for the Title IX Coordinator is as follows:

Dr. Dani Scott
Pecatonica Area School District
704 Cross Street Blanchardville, WI 53516
Phone:(608) 523-4248
Email: dscott@pecatonica.k12.wi.us

Reporting Sexual Harassment under Title IX Any employee or any official of the District who has authority to institute corrective measures with actual knowledge of sexual harassment under Title IX must immediately report sexual harassment to the Title IX Coordinator. In the event that the sexual harassment involves conduct by the Title IX Coordinator against an employee, such employees or officials must report the alleged conduct to the District Administrator.

Any person (including a person not alleged to be the victim of sexual harassment) may report sexual harassment at any time, including during non-business hours, to the Title IX Coordinator by mail, by telephone, by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. V. Response to Report of Sexual Harassment under Title IX

When the District has actual knowledge of sexual harassment under Title IX, a complainant and respondent may be identified (collectively “parties”). A complainant means an employee who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without filing a formal complaint, and explain to the complainant the process for filing a formal complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, while protecting the safety of all parties and the District’s educational environment; and deterring sexual harassment. Supportive measures may include counseling, modifications of work schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school property, and other similar measures. The District must maintain as confidential

any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

Administrative Leave: The District may place an employee respondent on administrative leave, including during the pendency of a grievance process.

Formal Complaint: A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator, alleging sexual harassment against a respondent and requesting the District investigate the allegation of sexual harassment. At the time a formal complaint is filed (either by the complainant or the Title IX Coordinator), the named complainant must be an employee of the District. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, by using the contact information for the Title IX Coordinator, or by any additional method designated by the District. A document filed by a complainant means a document or electronic submission that contains the complainant's physical or digital signature or otherwise indicates that the complainant is the person filing the formal complaint. If the District receives a formal complaint, the District must follow the grievance process below.

Grievance Process: The District's grievance process shall include all the basic requirements under Title IX. Any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, appeal-decision maker, or facilitator of an informal resolution shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. In addition, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Written Notice: Upon receiving a formal complaint, the District shall provide a written notice to the parties who are known. The written notice shall be provided to the parties within forty-five (45) days of receipt of the formal complaint. The written notice shall include:

1. Notice of the District's grievance process, including any informal resolution process;
2. Notice of the allegations potentially constituting sexual harassment, including sufficient details known at the time of the notice (identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
4. A statement that the parties may request to inspect and review evidence that is directly related to the allegations raised in the formal complaint; 12
5. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney; and
6. Notice to the parties of any provision in the District's board policies, employee handbook, or code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The notice described above shall be provided to the parties with sufficient time to prepare a response before any initial interview. If, during an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the notice, the District shall provide notice of the additional allegations to the parties whose identities are known.

Dismissal of Formal Complaint: If the conduct alleged in a formal complaint: (1) would not constitute sexual harassment as defined under Title IX even if proved; (2) did not occur within the District's program or activity; or (3) did not occur against a person in the United States, the District must dismiss the formal complaint with regard to that conduct. If dismissal is required, the District must promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties. Dismissal of a formal complaint does not preclude action under the District's board policies, employee handbook or code of conduct.

The District may dismiss a formal complaint if, at any time during the investigation, any of the following occurs: (1) the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint; (2) the respondent is no longer enrolled in or employed by the District; or (3) specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint. If such dismissal occurs, the District must promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties. If dismissed, the District will review whether the complaint should be investigated under other applicable policies.

Consolidation: The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution: Following the filing of a formal complaint, and at any time prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, including mediation, which does not involve a full investigation and adjudication. The District shall not require as a condition of employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment under Title IX. The District shall not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. Before conducting any informal resolution process, the District will provide to the parties a written notice disclosing: (1) the allegations; (2) the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, if any; (3) that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the formal complaint process; and, (4) any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared and whether the facilitator of the informal resolution process may be a witness in any subsequent formal complaint process. The District will obtain the parties' voluntary written consent to the informal resolution process. Any such informal resolution process shall be resolved within thirty (30) days of the written notice described in this paragraph unless additional time is needed as determined by the District.

Investigation of Formal Complaint: The District shall designate an investigator to investigate the allegations in a formal complaint and ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties. The investigation process instituted by the District shall treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process that complies with Title IX before imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

During the investigation, the District shall:

1. Not restrict the ability of either party to gather and present relevant evidence, or to discuss the allegations under investigation;
- 2 . Provide equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence;
3. Provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
4. Provide to the party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, as well as inculpatory and exculpatory evidence, whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation;
5. Prior to completion of the investigative report, send to each party and the party's advisor, if any, the evidence subject to inspection and review, in an electronic format or a hard copy, and the parties shall have at least ten (10) days to submit a written response, which the investigator will consider prior to completion of the investigative report;
- 6 Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response; and,
7. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Determination Regarding Responsibility: The District shall identify a decision-maker (other than the Title IX Coordinator, investigator, and facilitator of an informal resolution) who will issue a written determination regarding responsibility on the formal complaint. To reach this determination, the decision-maker will apply the preponderance of the evidence standard.

After receipt of the investigative report and before reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concerns

specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent. The decision-maker must explain to the party proposing the questions any decision to exclude questions as not relevant.

The decision-maker must make an objective evaluation of all relevant evidence (both inculpatory and exculpatory) and must not make credibility determinations based on a person's status as a complainant, respondent, or witness.

Decision-maker's Written Determination: The decision-maker will apply a preponderance of the evidence standard in issuing a written determination. The written determination shall include all of the following:

1. Identification of the allegation(s) potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's policies, employee handbook provisions and/or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve access to the District's education program or activity will be provided by 15 the District to the complainant; and,
6. The District's procedures and permissible bases for the complainant and respondent to appeal. The District will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Possible Sanctions and Remedies: The District may implement a range of possible sanctions and remedies following a determination of responsibility. The range of remedies include counseling, no-contact orders, or other appropriate remedies. The range of sanctions include written warning, unpaid suspension, termination, and other disciplinary sanctions.

Supportive Measures: The District may provide a range of supportive measures available to complainants and respondents. The range of supportive measures include those identified above.

The District shall identify an individual to serve as a decision-maker on the appeal (other than the Title IX Coordinator, investigator, decision-maker, and facilitator of an informal resolution).

The District shall offer both parties an appeal from a determination regarding responsibility or from a dismissal of a formal complaint.

An appeal must be filed within ten (10) days of issuance of the written determination on responsibility or dismissal of a formal complaint and may be based upon any of the following:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility was made, that could affect the outcome of the matter; and,
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that affected the outcome of the matter.

As to all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. Ensure that the appeal decision-maker is not the same person as any investigator(s), decision-maker(s) that reached the determination of responsibility or dismissal, the Title IX Coordinator, or the facilitator of an informal resolution;
3. Ensure that the appeal decision-maker complies with the standards set forth in 34 C.F.R. § 106.45(b)(1)(iii);
- 16
4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
5. Issue a written decision describing the result of the appeal and the rationale for the result, which shall be issued within thirty (30) days of the filing of the appeal, unless the appeal decision-maker needs additional time; and,
6. Provide the written decision on appeal simultaneously to both parties.

Timeframe for Determination: The conclusion of the grievance process, including any appeal, shall be done in a reasonably prompt timeframe, which in most cases shall be no more than ninety (90) days from the date the complaint is received. The District may temporarily delay the grievance process or provide for a limited extension of any deadline included in this policy for good cause. "Good cause" shall include, but is not limited to, the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. If the District delays the grievance process or extends any deadline, it must provide written notice to the complainant and the respondent of the delay or extension and the reasons for the action.

Retaliation Prohibited: Neither the District nor any person may intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy, or because the individual has made a report or complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding or hearing under this Policy.

Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation. Complaints alleging retaliation may be filed according to the complaint procedures for sexual harassment under this Policy.

Confidentiality: The District shall keep confidential the identity of any person who has made a report or complaint of sexual harassment under Title IX, any complainant, any individual who has been reported to be the perpetrator of sexual harassment, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (“FERPA”), as required by law, or to carry out the purposes of this Policy or Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

The District may not access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains the voluntary written consent of the party or the party’s parent or guardian.

Recordkeeping: The District shall maintain for a period of seven years, records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any 17 remedies provided to the complainant designed to restore or preserve access to the District’s education program or activity;
2. Any appeal and the result therefrom;
3. Informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process with regard to sexual harassment.

The District shall create and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

With respect to each response, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it took measures designed to restore or preserve access to the District’s educational program or activity. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

The District shall ensure that the Title IX Coordinators, investigators, decision-makers, appeal decision-makers and facilitators of informal resolution processes, receive training on the definition of sexual harassment, the scope of the District’s education program or activity, how to conduct an investigation and grievance process including appeals and informal resolution processes, if applicable, for the purpose of protecting the safety of employees, ensuring due process protections for all parties, and promoting accountability.

The District shall ensure decision-makers receive training on issues of relevance of questions and evidence, including questions and evidence about a complainant’s prior sexual behavior. The District shall also ensure investigators receive training on how to create an investigative report that fairly summarizes relevant evidence.

Any materials used to train Title IX Coordinators, investigators, decision-makers, and facilitators of informal resolutions may not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Harassment under Other Laws Other state and federal laws prohibit harassment of employees on the basis of sex, including Title VII and the Wisconsin Fair Employment Act. Employees may bring complaints of such harassment to the Title IX

Coordinator: The Title IX Coordinator shall be responsible for addressing such allegations, including conducting an investigation, if appropriate, pursuant to this Policy and Policy 511 and 512.

If an employee files a complaint alleging harassment on the basis of sex under state law or Title VII, the Title IX Coordinator shall consider any appropriate action, including directing the employee to follow any general employee harassment procedure adopted to comply with state law prohibiting harassment based on sex. However, the Title IX Coordinator may determine that it is appropriate to proceed with the complaint under this Title IX Sexual Harassment policy, including resolution of the allegations under the grievance process.