

# School District of Manawa

## Board of Education Meeting Agenda

March 16, 2020



1. Call to Order – President Johnson – **7:00 p.m.** – MES Boardroom, 800 Beech Street
2. Pledge of Allegiance
3. Roll Call
4. Verify Publication of Meeting
5. Presentations:
  - a. Q12 Survey Strategies - Administrative Team
  - b. Hoffman Planning & Design, Inc. - Project Update
  - c. Technology Plan & Survey Results - Mr. Cobarrubias
6. Announcements:
  - a. Contributions to the District
  - b. Other Contributions
7. Consent Agenda
  - a. Approve Minutes of February 24th and March 9, 2020 Board Meetings
  - b. Treasurer’s Report: Approve Expenditures & Receipts
  - c. Donations:
    - i. TreeHouse Foods, Inc. \$500 for Band Trips
  - d. Consider Approval of the TEACH Information Technology Infrastructure Grants for Educational Technology Program as Presented
  - e. Consider Approval of Hire of Field Prep and Maintenance for Spring Sports as Recommended
8. Any Item Removed from Consent Agenda
  - a.
  - b.
9. Public Comments (Register to Speak Prior to Start of Meeting / Guidelines Listed Below Agenda)
10. Correspondence: No Correspondence This Month
11. Board Recognition:
  - a. Mason Wiesner, Gr. 11 - for Reaching the Goal of Scoring 1,000 Points by his Junior Year in Boy’s Basketball
  - b. Colten Klemm, Gr. 11 -Wisconsin State Wrestling Meet - 3rd Place in Division 3
  - c. Kevin Klemm: Gr. 11 - State Qualifier for the Wisconsin State Wrestling Tournament
  - d. Andrew Elmhorst: Gr. 11 - State Qualifier for the Wisconsin State Wrestling Tournament
  - e. Spring Into Success Regional Inservice Presenters: Danni Brauer, Jackie Sernau, Corrie Ziemer, Janine Connolly
12. District Administrator’s Report:
  - a. Student Council Representatives: Kyle Kons and Ethan Tellock
  - b. Legislative Update
  - c. Monthly Enrollment Report
13. School Operations Reports:
  - a. ES Principal: Highlights - Included in Board Packet
  - b. HS Principal: Highlights - Included in Board Packet

14. Business Related Reports:
  - a. Municipal Tax Collection
  - b. Kobussen Transportation Report
15. Director's Reports:
  - a. Curriculum / Special Education Director Highlights - Included in Board Packet
  - b. Technology Director Highlights - Included in Board Packet
16. Board Comments:
  - a.
  - b.
17. Committee Reports:
  - a. Finance Committee (Pohl)
    - i. Monthly Financial Report
    - ii. 2020-21 Budget Updates
    - iii. 2020-21 Staff and Program Changes
    - iv. 2019-20 Budget Revision
    - v. CESA 6 WI OPEB Trust Investment Selection
  - b. Policy & Human Resources Committee (Pethke)
    - i. NEOLA Updates Volume Vol. 29, No. 1
    - ii. School Calendar for 2021-22 School Year
    - iii. 1st Reading of Fitness Center Guidelines
18. Unfinished Business: No Unfinished Business This Month
19. New Business:
  - a. Consider Approval of Preliminary Summer School Booklet for 2020 as Presented
  - b. Consider Approval of the Start College Now (Youth Options) for Fall 2020 as Presented
  - c. 1st Reading NEOLA Policy Updates Vol. 29, No. 1 Excluding Policies 2370, 3122.01, 4122.01, 7540, 7540.02, 7540.04 and 7544
  - d. Consider Approval of the SY2021 Staff and Program Changes as Presented
  - e. Consider Approval of the SY1920 Budget Revision as Presented
  - f. Consider Approval of the CESA 6 WI OPEB Trust Investment Selection as Presented
  - g. Consider Approval of the SY20-21 Board Meeting Dates as Presented
20. Next Meeting Dates:
  - a. Mar. 17, 2020 – Ad-Hoc Recognition Comm. Mtg – 5:00 p.m. – MES Board Rm
  - b. Mar. 18, 2020 – Spec BOE Mtg – Expulsion – 5:00 p.m. – MES Board Rm
  - c. April 7, 2020 – Curriculum Comm Mtg – 4:30 p.m. – MES Board Rm
  - d. April 7, 2020 – Policy & HR Committee Mtg – 5:30 p.m. – MES Board Rm
  - e. April 8, 2020 – Buildings & Grounds Committee Mtg - 5:30 p.m. – MES Board Rm
  - f. April 9, 2020 - Canvass Election Returns – 10:00 a.m. MES Board Rm
  - g. April 27, 2020 – Regular BOE Mtg – 7:00 p.m. – MES Board Rm
21. Closed Session – the Board of Education Shall Move into Closed Session Pursuant to the Provisions of 19.85(1)(c) and (f) and 120.13(1)(b)(c) Wis. Statutes, for the Purposes of:

Discussing the Employment Status of Employees Over Which the Board Has Jurisdiction or Exercises Responsibility 1) Administrator Evaluation and 2) Expulsion

22. Board May Act on Items Discussed in Closed Session

23. Adjourn

PLEASE NOTE: Any person with a qualifying disability under the Americans with Disabilities Act that requires the meeting or material to be in accessible format, please contact the District Administrator to request reasonable accommodation. The meeting room is wheelchair accessible.

### 0167.3 - **PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

#### **Agenda Item**

Any person or group wishing to place an item on the agenda shall register their intent with the District Administrator no later than ten (10) days prior to the meeting and include:

- A. name and address of the participant;
- B. group affiliation, if and when appropriate;
- C. topic to be addressed.

Such requests shall be subject to the approval of the District Administrator and the Board President.

#### **Public-Participation Section of the Meeting**

To permit fair and orderly public expression, the Board shall provide a period for public participation at every regular meeting of the Board and publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business, at the discretion of the presiding officer, and for individuals who live or work within the District and parents/guardians of students enrolled in the District.
- B. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting.
- C. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name; address; and group affiliation, if and when appropriate.
- D. Each statement made by a participant shall be limited to three (3) minutes duration.

- E. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- F. Participants shall direct all comments to the Board and not to staff or other participants.
- G. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- H. The presiding officer may:
  - 1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
  - 2. request any individual to leave the meeting when that person does not observe reasonable decorum;
  - 3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
  - 4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.
  - 5. waive these rules with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.
- I. The portion of the meeting during which the participation of the public is invited shall be limited to fifteen (15) minutes, unless extended by a vote of the Board.
- J. Recording, filming, or photographing the Board's open meetings is permitted. Recording, filming, or photographing the Board's closed session is only permitted pursuant to Bylaw 0167.2 – Closed Session. The person operating the equipment should contact the District Administrator prior to the Board meeting to review possible placement of the equipment, and must agree to abide by the following conditions:
  - 1. No obstructions are created between the Board and the audience.
  - 2. No interviews are conducted in the meeting room while the Board is in session.
  - 3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience or otherwise disrupt the meeting while the Board is in session.

© Neola 2012

Legal 19.90, Wis. Stats.

Minutes of the February 24, 2020 Board of Education Meeting

The Board of Education met at 6:00 p.m. in the Little Wolf Jr./Sr. High School lobby to tour the construction zone.

Call to Order by President Johnson at 7:01 p.m. in the MES Boardroom, 800 Beech Street

Pledge of Allegiance

Roll Call: Scheller, Forbes, Pohl, Pethke, R. Johnson, J. Johnson. Absent: Hollman

Verify Publication of Meeting - by Dr. Oppor

Presentations:

Hoffman Planning & Design, Inc. - Project Update and conducted tour of construction zone.

Spring break-flooring at MES, high school science room flooring. Construction is on schedule.

The fitness center is 4 weeks behind - anticipate it will be done in June; ceiling and lighting are ahead of time. The office area is ahead of schedule. Budget-alternative bids are being worked on.

FF& E identified and finalized. Using 18% of the contingency. Planning for moving in in August; ready for school and occupancy in August; 2<sup>nd</sup> round of add alternates; Student start date to 9/8/2020.

Student Safety Survey - Principal Wolfgram; in response to the Board request after the SRO open forum: Demographics of student survey 1. Bullying information-verbal, physical, physical fight. 2. Feels safe and secure at school 75%, SRO-Safety & Security-55%, 36% sometimes and 9% never safe.

Report on Key Performance Indicator: Predictive Test (Follow Cohorts) Attendance Mid-Year; Report - Principal Wolfgram, Principal Pukita, and Mrs. Sernau- District Reading Specialist. Wolfgram distributed memo. 1. STAR test-reading, math, early literacy, feel it isn't an accurate picture of what we know. Students are not taking it seriously and do not find it relevant. 2. ACT goal team group-pre-ACT 8/9 grades and sophomores. 2nd focus for staff is building positive relationships with student. 3. Five members of the building staff have undergoing training in SEL (Social Emotional Learning) Focus on student learning rather than the STAR test. Pukita handout-Utilizing data walls and Improving Tier I instruction. STAR reading, math and Lucy Calkins writing. Sent a survey to staff on feedback. Positive reinforcement team. Forward Goal team for ways to help students do well on the Forward exam. Goal is strengthening Tier 1. Sernau-report was in the board packet. The biggest challenge: proper assessment data.

Q12 Survey Strategies – Administrators: Pukita-starting with question 4 on recognition within the last 7 days. How do you like to be recognized; March 16th next survey-have they received recognized in the last 7 days from Admin/staff. Plan Do Action. Wolfgram - appreciation is not top down staff; its anyone in the district; Hump Day Bump Day-shout out and building a culture of appreciation.

Announcements: President Johnson thanked the following for their generosity: AMCOR/Bemis on Behalf of Wayne Krueger \$570 for the Bowling Club

Approved by Consent: Corrected December 26, 2019, January 6 and January 20, 2020 Board Meetings, Treasurer's Report/Approve Expenditures (\$1,056,914.32) and

Receipts (\$1,451,150.89); Donation from AMCOR/Bemis on Behalf of Wayne Krueger \$570 for the Bowling Club, approval of Voluntary Transfer of Secondary Teacher to Social Studies for SY2021, approval of Applications for LWHS & MMS Participation in DOJ School Safety Research Grant with UW-Madison, approval of Staff Retirements, accept Resignation from Sandra Dunnihoo, Health Aide, approval of Overnight Trip for Student Council April 5th WASC Convention to Madison, approval of the End of the Year 7-8th Grade Mt. Olympus Water Field Trip May 28<sup>th</sup>, approval of the Revised 2020-2021 School Calendar.  
Any Item Removed from Consent Agenda - None

Public Comments: There were none

Correspondence: Thank You from Iola-Scandinavia School District

Board Recognition: Kyle Kons (11th Gr.) and Jackson Jaeger (12th Gr.) for Community Service Above and Beyond for Snodeo 2020; President Johnson read a letter from Debbie Sarna in appreciation for all these individuals did. National FFA Week Feb. 22-29, 2020. National School Breakfast Week March 2-6, 2020.

District Administrator's Report:

Student Council Representative - Junior, Ethan Tellock - Focus on referendum, graduation, parking lot. Student council-state conference in April. Fundraising. Legislative Update: Sen. Olson will not be running for election this year. Joint Finance signed off on state aid package and surplus funding to schools. May not be general aid; smaller rural districts. State discussion of retirement age of 59 ½ and push to 65; decreasing the minimum time to return to working in a district. Holocaust education added to Social Studies, School accounting adopted. Expanding the part-time open enrollment; Participation in inter-scholastics and extra curriculums. Monthly Enrollment Update & Membership Reports - watching closing as it affects funding within the district.

School Operations Reports: ES Principal Highlights Included in Board Packet: 3 students in the gifted and talented officially by the end of the week. HS Principal: Highlights - Included in Board Packet

Business Related Reports: Highlights - Included in Board Packet, Sparsity aid-reduced and will be taken out of 1,700 in March. Finance meeting March 12th. December 2019 Financial Report and Kobussen Transportation Report in board packet.

Director's Reports: Highlights from Curriculum / Special Education Director and Technology Director Highlights - Included in Board Packet

Board Comments: WASB Convention: Director Scheller reported; 21 resolutions; mascots were a contentious discussion. Attended Breakout sessions

Committee Reports: Curriculum Committee and Policy & Human Resources Committee minutes were included in the packet.

Unfinished Business: No Unfinished Business This Month

New Business:

Motion by Pohl / R. Johnson to approve the Professional Salary Advancement Recommendations for SY1920 as presented. Motion carried – Hollman absent.

Motion by Scheller / Forbes to approve the Adoption of the Archery Scholastic 3D Club Pending Insurance Liability Question and Addressing Monthly Meeting Parent Requirement as Presented. Motion carried – Hollman absent.

Motion by R. Johnson / Pohl to approve Phase 2 - February 2020 Alternative Add Options recommendations as Presented. Motion carried – Hollman absent.

Motion by Pohl / Pethke to approve the Request for Evaluation and Offer by Alliant for the School District of Manawa's Participation in the Customer Hosted Renewables Pilot (Rent-a-Roof) as Presented. Motion carried – Hollman absent.

Next Meeting Dates:

Mar. 9, 2020 – Policy & HR Committee Mtg – 4:30 p.m. – MES Board Room

Mar. 9, 2020 – Special Mtg – Board Retreat – 5:30 p.m. – MES Board Room

Mar. 11, 2020 – Curriculum Comm Mtg – 4:30 p.m. – MES Board Room

Mar. 11, 2020 – Buildings & Grounds Committee Meeting - 5:30 p.m. MES Board Room

Mar. 12, 2020 - Finance Committee Meeting - 6:00 p.m. - MES Board Room

Mar. 16, 2020 – Regular BOE Mtg – 7:00 p.m. – MES Board Room

April 8, 2020 – Buildings & Grounds Committee Mtg - 5:30 p.m.- MES Board Room

Motion by Scheller / Forbes to move into Closed Session at 8:31 p.m. Pursuant to the Provisions of 19.85(1)(c) and (f) and 119.85(1)(c), Wis. Statutes, for the Purposes of: Discussing the Employment Status of Employees Over Which the Board Has Jurisdiction or Exercises Responsibility 1) Administrator Evaluation and 2) Support Staff Evaluation. Motion carried by roll call – Hollman absent.

Motion by Scheller / Pohl to adjourn and reconvene into open session at 9:20 p.m. Motion carried by roll call – Hollman absent.

Motion by R. Johnson/ Scheller to adjourn at 9:21 p.m. Motion carried – Hollman absent.

Bobbi Jo Pethke, Clerk

Minutes of the March 9, 2020 Special Board of Education Meeting

Call to Order - President Johnson – 5:30 p.m. - MES Board Room, 800 Beech St.

Pledge of Allegiance

Roll Call: Present: Scheller, Forbes, Pethke, Pohl, R. Johnson, J. Johnson. Hollman absent.

Verify Publication of Meeting - Dr. Oppor verified

Unfinished Business:

Discussion regarding the Nondiscrimination Policy Analysis

Motion by Pohl / Pethke at 8:10 p.m. Motion carried - Hollman absent.

Bobbi Jo Pethke, Clerk



CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
80750	O'LOUGHLIN, SHANE	jpap02	02/26/2020	GIRLS VARSITY BASKETBALL OFFICIAL ON 2/25/20 VS OCONTO - SECTIONAL GAME #1	GENERAL FUND/PERSONAL SERVICES/GIRLS BASKETBALL	0	95.00
						Totals for 80750	95.00
80751	VOULGARIS, TONY	jpap02	02/26/2020	GIRLS VARSITY BASKETBALL OFFICIAL ON 2/25/20 VS OCONTO - SECTIONAL GAME #1	GENERAL FUND/PERSONAL SERVICES/GIRLS BASKETBALL	0	95.00
						Totals for 80751	95.00
80752	WALDVOGEL, ADAM	jpap02	02/26/2020	GIRLS VARSITY BASKETBALL OFFICIAL ON 2/25/20 VS OCONTO - SECTIONAL GAME #1	GENERAL FUND/PERSONAL SERVICES/GIRLS BASKETBALL	0	95.00
						Totals for 80752	95.00
80753	ALMOND-BANCROFT SCHO	JPAP02	02/28/2020	WRESTLING CONFERENCE TOURNAMENT ON 2/28/20	GENERAL FUND/DUES & FEES MEMBRSHIP/FT FEES/BOYS WRESTLING	0	200.00
						Totals for 80753	200.00
80754	CESA 6-CONFERENCE RE	JPAP02	02/28/2020	Audiology, Hearing Itinerant, and Orientation and Mobility to CESA #6	SPECIAL EDUCATION FUND/TRANSFER TO CESA/AUDIOLOGY CESA	272000039	227.17
80754	CESA 6-CONFERENCE RE	JPAP02	02/28/2020	Audiology, Hearing Itinerant, and Orientation and Mobility to CESA #6	SPECIAL EDUCATION FUND/TRANSFER TO CESA/HEARING CESA	272000039	160.91
80754	CESA 6-CONFERENCE RE	JPAP02	02/28/2020	Audiology, Hearing Itinerant, and Orientation and Mobility to CESA #6	SPECIAL EDUCATION FUND/TRANSFER TO CESA/O/M CESA	272000039	127.78
						Totals for 80754	515.86
80755	CINTAS CORPORATION L	JPAP02	02/28/2020	CUSTODIAL SERVICE	SPECIAL EDUCATION FUND/CLEANING SERVICES/BUILDINGS	0	16.37
80755	CINTAS CORPORATION L	JPAP02	02/28/2020	CUSTODIAL SERVICE	GENERAL FUND/CLEANING SERVICES/OPERATION	0	67.48
80755	CINTAS CORPORATION L	JPAP02	02/28/2020	CUSTODIAL SERVICE	GENERAL FUND/CLEANING SERVICES/OPERATION	0	111.70
						Totals for 80755	195.55
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK AND FOOD ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	158.45
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK AND EVENT ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	117.92
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	84.83
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	56.75
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	225.30
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK AND FOOD ORDER	FOOD SERVICE FUND/FOOD/FOOD	0	80.73

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	108.45
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	89.10
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK AND FOOD ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	147.70
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	50.78
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	78.85
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	LWJSHS MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	104.95
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	112.90
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	129.38
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	224.70
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	224.10
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	111.80
80756	ENGELHARDT DAIRY OF	JPAP02	02/28/2020	MES MILK ORDER-EVENT	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	40.00
						Totals for 80756	2,146.69
80757	KOBUSSEN BUSES LTD	JPAP02	02/28/2020	MOTORCOACH TO MENASHA HIGH SCHOOL ON 2/17/20	GENERAL FUND/EMPLOYEE TRAVEL/INSTRUCTIONAL STAFF TRAINING	0	926.67
						Totals for 80757	926.67
80758	NASSCO, INC	JPAP02	02/28/2020	LWHS SUPPLIES	GENERAL FUND/GENERAL SUPPLIES/OPERATION	0	11.80
						Totals for 80758	11.80
80759	PAN-O-GOLD BAKING	JPAP02	02/28/2020	BREAD ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	93.60
80759	PAN-O-GOLD BAKING	JPAP02	02/28/2020	BREAD ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	70.80
80759	PAN-O-GOLD BAKING	JPAP02	02/28/2020	BREAD ORDER	SERVICES FOOD SERVICE FUND/FOOD/FOOD	0	38.20

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
						Totals for 80759	202.60
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	CREDIT	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	-14.13
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	USDA COMMODITY ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	5.00
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/CENTRAL SUPPLY ROOM/FOOD SERVICES	0	195.09
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	1,009.84
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/CENTRAL SUPPLY ROOM/FOOD SERVICES	0	12.32
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	667.01
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD SUPPLIES	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	955.83
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/CENTRAL SUPPLY ROOM/FOOD SERVICES	0	42.14
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	1,547.76
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	USDA COMMODITY ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	7.50
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	USDA COMMODITY ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	6.25
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	USDA COMMODITY ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	3.75
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	USDA COMMODITY ORDER	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	42.50
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/CENTRAL SUPPLY ROOM/FOOD SERVICES	0	140.72
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	977.50
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	CREDIT	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	-22.62
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	CREDIT	FOOD SERVICE FUND/FOOD/FOOD SERVICES	0	-12.92
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE FUND/CENTRAL SUPPLY ROOM/FOOD SERVICES	0	136.64
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FOOD SERVICE	0	1,480.83

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FUND/FOOD/FOOD SERVICES FOOD SERVICE	0	43.18
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FUND/CENTRAL SUPPLY ROOM/FOOD SERVICES FOOD SERVICE	0	835.09
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FUND/FOOD/FOOD SERVICES FOOD SERVICE	0	82.25
80761	REINHART FOOD SERVIC	JPAP02	02/28/2020	FOOD AND NON-FOOD SUPPLIES	FUND/CENTRAL SUPPLY ROOM/FOOD SERVICES FOOD SERVICE	0	1,621.32
						Totals for 80761	9,762.85
80762	REMINGTON'S QUALITY	JPAP02	02/28/2020	FOOD FOR CLASSROOM COOKING ACTIVITIES	SPECIAL EDUCATION FUND/FOOD/MULTI-CATEGORICAL	272000035	15.68
						Totals for 80762	15.68
80763	RUDIS	JPAP02	02/28/2020	WRESTLING SINGLETS	GENERAL FUND/EQUIPMENT PURCHASE-ADDITION/GENERAL ATHLETICS	4002000180	990.00
						Totals for 80763	990.00
80764	S & S EXCAVATING	JPAP02	02/28/2020	SNOW REMOVAL FEBRUARY 2020	GENERAL FUND/CLEANING SERVICES/SITES	0	3,119.50
						Totals for 80764	3,119.50
80765	SERVICE MOTOR COMPAN	JPAP02	02/28/2020	PARTS	GENERAL FUND/REPAIR & MAINTENANCE SERVICES/VEHICLE MAINT/NOT PUPIL TRANS	0	40.32
						Totals for 80765	40.32
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES	8002000016	74.61
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES	8002000016	149.21
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES	8002000016	149.21
80766	SOLARUS	JPAP02	02/28/2020	PAES lab telephone/internet bill	SPECIAL EDUCATION FUND/TELEPHONE AND TELEGRAPH/PUBLIC INFORMATION	272000037	148.12
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES	8002000016	780.71
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/NON-CAPITAL	8002000016	664.00

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
					EQUIPMENT/ADMINISTRATIVE TECHNOLOGY SERV		
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES	8002000016	150.00
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES	8002000016	300.01
80766	SOLARUS	JPAP02	02/28/2020	Telephone bills	GENERAL FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES	8002000016	300.01
						Totals for 80766	2,715.88
80767	STANDARD INSURANCE C	JPAP02	02/28/2020	LIFE/STD & LTD PREMIUMS -MARCH 2020	GENERAL FUND/LIFE INSURANCE PAYABLE	0	1,167.57
80767	STANDARD INSURANCE C	JPAP02	02/28/2020	LIFE/STD & LTD PREMIUMS -MARCH 2020	GENERAL FUND/LTD INS PAYABLE	0	941.52
80767	STANDARD INSURANCE C	JPAP02	02/28/2020	LIFE/STD & LTD PREMIUMS -MARCH 2020	GENERAL FUND/STD INS PAYABLE	0	217.95
						Totals for 80767	2,327.04
80768	MANAWA BOOSTER CLUB	COAP02	02/28/2020	REPAY FOR CHECK MADE OUT TO DISTRICT FOR JANUARY MABC WRESTLING TOURNAMENT	GENERAL FUND/CO-CURR ACTIVTES-INSTRUCTIONAL/GENERAL ATHLETICS	0	175.00
						Totals for 80768	175.00
80769	MECA SPORTSWEAR	COAP02	02/28/2020	CARRIE KOEHN ACADEMIC LETTERS	GENERAL FUND/GENERAL SUPPLIES/MISC HIGH SCHOOL	4002000001	33.15
						Totals for 80769	33.15
80770	KALAHARI RESORT & CO	022820	02/28/2020	KALAHARI CONFERENCE - JACKIE SURNEAU - CORRECTED ROOM RATE OF \$82/PER NIGHT FOR 2 NIGHTS	GENERAL FUND/EMPLOYEE TRAVEL/INSTRUCTIONAL STAFF TRAINING	8002000037	164.00
						Totals for 80770	164.00
80771	DAIN, VICKIE	jpap03	03/02/2020	RENT PAYMENT FOR PROPERTY AT 811 MAIN ST., OGDENSBURG WI	Special Revenue Trust Fund/GENERAL SUPPLIES/GUIDANCE	0	430.00
						Totals for 80771	430.00
80772	SILVER LAKE LANES	jpap03	03/02/2020	ALL CONFERENCE MEETING - 6 COACH MEALS @ \$13 EACH - WIESNER, BAILEY, HASS, COLLINS, BESSETTE, JOHNSON	GENERAL FUND/PERSONAL SERVICES/ATHLETIC DIRECTOR	0	78.00
						Totals for 80772	78.00
80773	AMAZON CAPITAL SERVI	JPAP03	03/04/2020	20-DEAD REKENREKS CLASS SET - KINDERGARTEN	GENERAL FUND/NON-CAPITAL EQUIPMENT/UNDIFFERENTIATED CURRICULUM	1012000131	130.01
80773	AMAZON CAPITAL SERVI	JPAP03	03/04/2020	ALICE TRAINING - SIMULATED HAND GUN WITH SOFT SOUNDS AND LASER LIGHT	GENERAL FUND/GENERAL SUPPLIES/INSTRUCTIONAL STAFF TRAINING	8002000048	110.20

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
80773	AMAZON CAPITAL SERVI	JPAP03	03/04/2020	Book study and power cord. (Note: Entering a budget transfer to cover the negative balance in the book line item.)	GENERAL FUND/NON-CAPITAL EQUIPMENT/ADMINISTRATIVE TECHNOLOGY SERV	8002000047	9.99
80773	AMAZON CAPITAL SERVI	JPAP03	03/04/2020	Book study and power cord. (Note: Entering a budget transfer to cover the negative balance in the book line item.)	GENERAL FUND/OTHER NON-CAPITOL OBJECTS/ADMINISTRATIVE TECHNOLOGY SERV	8002000047	54.93
80773	AMAZON CAPITAL SERVI	JPAP03	03/04/2020	ALICE TRAINING MATERIALS	GENERAL FUND/GENERAL SUPPLIES/INSTRUCTIONAL STAFF TRAINING	8002000041	257.94
						Totals for 80773	563.07
80774	FOLLETT SCHOOL SOLUT	JPAP03	03/04/2020	January Book Order	GENERAL FUND/LIBRARY BOOKS/SCHOOL LIBRARY	1012000126	339.09
80774	FOLLETT SCHOOL SOLUT	JPAP03	03/04/2020	January Book Order	GENERAL FUND/LIBRARY BOOKS/SCHOOL LIBRARY	1012000126	1,257.49
						Totals for 80774	1,596.58
80775	RADLEY, JONI	JPAP03	03/04/2020	ELLEN CHRISTENSEN - ACCOMPANIST FOR SOLO & ENSEMBLE CLASS B VOCAL SOLO = 2@ \$15/CLASS C VOCAL SOLO = 3 @ \$15/CLASS A VOCAL SOLO = 20 @ \$15/MILEAGE = \$70.15	GENERAL FUND/PERSONAL SERVICES/VOCAL MUSIC	4002000236	465.15
						Totals for 80775	465.15
80776	REALLY GREAT READING	JPAP03	03/04/2020	REALLY GREAT READING WORKSHOP - K. SITTER	GENERAL FUND/PERSONAL SERVICES/INSTRUCTIONAL STAFF TRAINING	1012000129	149.00
						Totals for 80776	149.00
80777	RHYME BUSINESS PRODU	JPAP03	03/04/2020	SUPPORT STAFF TIME CARDS	GENERAL FUND/GENERAL SUPPLIES/OFFICE OF SUPERINTENDENT	5002000008	54.60
						Totals for 80777	54.60
80778	SCHOOL SPECIALTY INC	JPAP03	03/04/2020	CARRIE KOEHN CENTRAL SUPPLY	GENERAL FUND/CENTRAL SUPPLY ROOM/UNDIFFERENTIATED CURRICULUM	4002000235	106.45
						Totals for 80778	106.45
80779	DISTRICT 5 FORENSICS	JPAP03	03/12/2020	TRACY KONKOL DISTRICT FORENSICS REGISTRATION **NEED CHECK BY FRIDAY 3/13 FOR SATURDAY.	GENERAL FUND/DUES & FEES MEMBRSHIP/FT FEES/CO-CURRICULAR ACTIVITIES	4002000240	92.00
80779	DISTRICT 5 FORENSICS	031320	03/13/2020	TRACY KONKOL DISTRICT FORENSICS REGISTRATION **NEED CHECK BY FRIDAY 3/13 FOR SATURDAY.	GENERAL FUND/DUES & FEES MEMBRSHIP/FT FEES/CO-CURRICULAR ACTIVITIES	4002000240	-92.00
						Totals for 80779	0.00
80782	AMAZON CAPITAL SERVI	JPAP03	03/13/2020	Resource Book for District	GENERAL FUND/OTHER	5002000005	25.32

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
				Administrator	NON-CAPITOL OBJECTS/OFFICE OF SUPERINTENDENT		
80782	AMAZON CAPITAL SERVI	JPAP03	03/13/2020	20-Bead Rekenreks Class Set	GENERAL FUND/NON-CAPITAL EQUIPMENT/UNDIFFERENTIATED CURRICULUM	1012000132	130.01
					Totals for 80782		155.33
80783	AMERICAN WELDING & G	JPAP03	03/13/2020	DAN KOEHLER ARGON/CO2 CYLINDER RENTAL	GENERAL FUND/GENERAL SUPPLIES/TECHNOLOGY EDUCATION	4002000213	24.55
					Totals for 80783		24.55
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	SPECIAL EDUCATION FUND/TRANSFER TO CESA/SUPERVISION/COORDINATOR OF EXCEPTED EDUCATION	8002000010	6,453.98
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	GENERAL FUND/TRANSFER TO CESA/DIR OF IMPROVEMENT OF INSTRUCTION	8002000010	5,629.53
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	SPECIAL EDUCATION FUND/TRANSFER TO CESA/SUPERVISION/COORDINATOR OF EXCEPTED EDUCATION	8002000010	675.54
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	SPECIAL EDUCATION FUND/TRANSFER TO CESA/PSYCHOLOGICAL SERVICES	8002000010	546.00
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	GENERAL FUND/TRANSFER TO CESA/HEALTH	8002000010	1,891.44
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	SPECIAL EDUCATION FUND/TRANSFER TO CESA/PHYSICAL THERAPY	8002000010	1,103.52
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	SPECIAL EDUCATION FUND/TRANSFER TO CESA/PHYSICAL THERAPY	8002000010	2,240.48
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	GENERAL FUND/TRANSFER TO CESA/INSTRUCTIONAL STAFF TRAINING	8002000010	1,100.00
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	GENERAL FUND/TRANSFER TO CESA/PSYCHOLOGICAL SERVICES	8002000010	104.00
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	CESA #6 Invoice (10 payments - Sept - June)	SPECIAL EDUCATION FUND/TRANSFER TO CESA/HEALTH	8002000010	772.56
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	Audiology, Hearing Itinerant, and Orientation and Mobility to CESA #6	SPECIAL EDUCATION FUND/TRANSFER TO CESA/AUDIOLOGY CESA	272000039	227.17
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	Audiology, Hearing Itinerant,	SPECIAL EDUCATION	272000039	160.91

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
				and Orientation and Mobility to CESA #6	FUND/TRANSFER TO CESA/HEARING CESA		
80784	CESA 6-CONFERENCE RE	JPAP03	03/13/2020	Audiology, Hearing Itinerant, and Orientation and Mobility to CESA #6	SPECIAL EDUCATION FUND/TRANSFER TO CESA/O/M CESA	272000039	127.78
						Totals for 80784	21,032.91
80785	CINTAS CORPORATION L	JPAP03	03/13/2020	CUSTODIAL SUPPLIES	SPECIAL EDUCATION FUND/CLEANING SERVICES/BUILDINGS	0	16.37
80785	CINTAS CORPORATION L	JPAP03	03/13/2020	CUSTODIAL SUPPLIES	GENERAL FUND/CLEANING SERVICES/OPERATION	0	123.28
80785	CINTAS CORPORATION L	JPAP03	03/13/2020	CUSTODIAL SUPPLIES	GENERAL FUND/CLEANING SERVICES/OPERATION	0	148.90
						Totals for 80785	288.55
80786	COMMERCIAL APPLIANCE	JPAP03	03/13/2020	LABOR & SERVICE CALL TO REPAIR SHORTED MOTOR WIRING ON WALK-IN COOLER EVAPORATOR AT LWHS KITCHEN	FOOD SERVICE FUND/REPAIR & MAINTENANCE SERVICES/FOOD SERVICES	0	275.00
						Totals for 80786	275.00
80787	DISCOUNT MAGAZINE SU	JPAP03	03/13/2020	Discount Magazine Subscription Renewal	GENERAL FUND/PERIODICALS/SCH OOL LIBRARY	4002000237	71.92
80787	DISCOUNT MAGAZINE SU	JPAP03	03/13/2020	Magazine Subscription Renewal	GENERAL FUND/PERIODICALS/SCH OOL LIBRARY	1012000133	325.68
						Totals for 80787	397.60
80788	FOLLETT SCHOOL SOLUT	JPAP03	03/13/2020	January Book Order	GENERAL FUND/LIBRARY BOOKS/SCHOOL LIBRARY	4002000221	377.55
80788	FOLLETT SCHOOL SOLUT	JPAP03	03/13/2020	January Book Order	GENERAL FUND/LIBRARY BOOKS/SCHOOL LIBRARY	4002000221	486.90
						Totals for 80788	864.45
80789	FUHS, CARY	JPAP03	03/13/2020	REIMBURSE TRACK ATHLETIC FEE FOR CONNER FUHS - NOT PARTICIPATING	COMMUNITY SERVICE FUND/COMMUNITY SERVICE FEES/DISTRICT WIDE	0	15.00
						Totals for 80789	15.00
80790	GRAICHEN DISPOSAL &	JPAP03	03/13/2020	Graichen - garbage disposal service	GENERAL FUND/CLEANING SERVICES/OPERATION	8002000009	810.00
						Totals for 80790	810.00
80791	HEID MUSIC CO, INC.	JPAP03	03/13/2020	AUSTIN ROHAN SHEET MUSIC	GENERAL FUND/SHEET MUSIC/INSTRUMENTAL MUSIC	4002000251	60.00
						Totals for 80791	60.00
80792	INSTRUMENTALIST AWAR	JPAP03	03/13/2020	AUSTIN ROHAN INSTRUMENTAL AWARDS	GENERAL FUND/GENERAL SUPPLIES/INSTRUMENTA L MUSIC	4002000246	134.50
						Totals for 80792	134.50



CHECK NUMBER	CHECK VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
80793	INTEGRATED SYSTEMS C	JPAP03	03/13/2020	APRIL 2020 HOSTING SERVICES	GENERAL FUND/TECH/SOFTWARE SERVIC/ADMINISTRATIV E TECHNOLOGY SERV	0	360.00
Totals for 80793							360.00
80794	ISLAND MUSIC INC	JPAP03	03/13/2020	AUSTIN ROHAN EQUIPMENT	GENERAL FUND/NON-CAPITAL EQUIPMENT/INSTRUMENT AL MUSIC	4002000245	99.99
80794	ISLAND MUSIC INC	JPAP03	03/13/2020	AUSTIN ROHAN SHEET MUSIC	GENERAL FUND/PERSONAL SERVICES/INSTRUMENTA L MUSIC	4002000243	90.00
Totals for 80794							189.99
80795	KAUKAUNA HIGH SCHOOL	JPAP03	03/13/2020	AUSTIN ROHAN EQUIPMENT	GENERAL FUND/EQUIP/VEH-REPLA CE-INDIV>\$300/INSTRU MENTAL MUSIC	4002000250	650.00
Totals for 80795							650.00
80796	MID-AMERICAN RESEARC	JPAP03	03/13/2020	LWHS CUSTODIAL SUPPLIES	GENERAL FUND/GENERAL SUPPLIES/OPERATION	0	326.76
80796	MID-AMERICAN RESEARC	JPAP03	03/13/2020	MES CUSTODIAL SUPPLIES	GENERAL FUND/GENERAL SUPPLIES/OPERATION	0	351.00
Totals for 80796							677.76
80797	MASTER ELECTRICAL SE	JPAP03	03/13/2020	REPAIRS TO MAIN ENTRY HEATER AT MES ON 1/23/20	GENERAL FUND/REPAIR & MAINTENANCE SERVICES/BUILDINGS	0	112.50
Totals for 80797							112.50
80798	MULTI MEDIA CHANNELS	JPAP03	03/13/2020	11/18/19 BOARD MTG MINUTES WOLF PACK FEB 2020 JOB & WOLF PACK FEB POSTAGE	GENERAL FUND/PRINTING AND BINDING/INFORMATION	0	1,355.31
Totals for 80798							1,355.31
80799	NORTH EASTERN WISCON	JPAP03	03/13/2020	North Eastern WI Rehabilitation Co.	SPECIAL EDUCATION FUND/PERSONAL SERVICES/OCCUPATIONA L THERAPY	8002000012	1,499.53
80799	NORTH EASTERN WISCON	JPAP03	03/13/2020	North Eastern WI Rehabilitation Co.	SPECIAL EDUCATION FUND/PERSONAL SERVICES/OCCUPATIONA L THERAPY	8002000012	214.22
Totals for 80799							1,713.75
80800	NASSCO, INC	JPAP03	03/13/2020	BROOM THREADED REPLACEMENT HEAD	GENERAL FUND/NON-CAPITAL EQUIPMENT/OPERATION	0	152.50
80800	NASSCO, INC	JPAP03	03/13/2020	CINDY BUTTLES CHAIR BOTTOMS	GENERAL FUND/NON-CAPITAL EQUIPMENT/OPERATION	4002000238	782.89
Totals for 80800							935.39
80801	REMINGTON'S QUALITY	JPAP03	03/13/2020	FOOD & SUPPLIES FOR BOARD OF EDUCATION RETREAT	GENERAL FUND/FOOD/OFFICE OF SUPERINTENDENT	0	21.65
Totals for 80801							21.65
80802	SCHOOL PERCEPTIONS L	JPAP03	03/13/2020	COMMUNITY SURVEY PER PROPOSAL DATED 2/13/20 PHASE 1:	GENERAL FUND/PERSONAL	0	1,950.00

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
				STRATEGY DEVELOPMENT: NO CHARGE PHASE 2: SURVEY DESIGN: \$1950	SERVICES/BOARD OF EDUCATION		
					Totals for 80802		1,950.00
80803	STRANG, PATTESON, RE	JPAP03	03/13/2020	LEGAL FEES	GENERAL	0	4,104.00
					FUND/PERSONAL SERVICES/LEGAL		
					Totals for 80803		4,104.00
80804	ULTRACOM WIRELESS CO	JPAP03	03/13/2020	CELL PHONES/SUPPLIES	GENERAL	0	153.82
					FUND/NON-CAPITAL EQUIPMENT/DISTRICT ADMINISTRATION		
					Totals for 80804		153.82
80805	UNEMPLOYMENT INSURAN	JPAP03	03/13/2020	UNEMPLOYMENT - FEBRUARY 2020	GENERAL	0	321.45
					FUND/UNEMPLOYMENT COMPENSATION/INSURAN CE AND JUDGEMENTS		
					Totals for 80805		321.45
80806	US CELLULAR	JPAP03	03/13/2020	CELL PHONES	GENERAL	0	370.50
					FUND/TELEPHONE AND TELEGRAPH/CENTRAL SERVICES		
					Totals for 80806		370.50
80807	WIS INTERSCHOL ATHLE	JPAP03	03/13/2020	AMOUNT OWED FROM GIRLS BASKETBALL REGIONALS IN MANAWA ON 2/25/20	GENERAL FUND/DUES & FEES MEMBRSHIP/FT FEES/GENERAL ATHLETICS	0	296.89
					Totals for 80807		296.89
192000237	ATKINSON, PAUL	JPAP02	02/21/2020	GIRLS VARSITY BASKETBALL OFFICIAL ON 2/20/20 VS GRESHAM	GENERAL	0	80.00
					FUND/PERSONAL SERVICES/GIRLS BASKETBALL		
					Totals for 192000237		80.00
192000238	CYRACUS, KENNETH	JPAP02	02/21/2020	GIRLS VARSITY BASKETBALL OFFICIAL ON 2/20/20 VS GRESHAM	GENERAL	0	80.00
					FUND/PERSONAL SERVICES/GIRLS BASKETBALL		
					Totals for 192000238		80.00
192000239	FLAMANG-FIELD, KATHE	JPAP02	02/21/2020	PBIS SWAP SHOP ITEMS	GENERAL	1012000128	103.90
					FUND/FOOD/OFFICE OF THE PRINCIPAL		
					Totals for 192000239		103.90
192000240	KRIESEL, ZACH	JPAP02	02/21/2020	BOYS JV2 BASKETBALL OFFICIAL ON 12/19/19 VS ROSHOLT	GENERAL	0	47.00
					FUND/PERSONAL SERVICES/BOYS BASKETBALL		
					Totals for 192000240		47.00
192000241	REYNOLDS, NATHANIEL	JPAP02	02/21/2020	BOYS JV2 BASKETBALL OFFICIAL ON 12/19/19 VS ROSHOLT	GENERAL	0	47.00
					FUND/PERSONAL SERVICES/BOYS BASKETBALL		
					Totals for 192000241		47.00
192000242	TURNER, WADE	JPAP02	02/21/2020	GIRLS JV BASKETBALL OFFICIAL ON 2/20/20 VS GRESHAM	GENERAL	0	47.00
					FUND/PERSONAL SERVICES/GIRLS BASKETBALL		

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
					Totals for	192000242	47.00
192000243	WELCH, TIM	JPAP02	02/21/2020	GIRLS JV BASKETBALL OFFICIAL ON 2/20/20 VS GRESHAM	GENERAL FUND/PERSONAL SERVICES/GIRLS BASKETBALL	0	47.00
					Totals for	192000243	47.00
192000244	KRUEGER, JENNIFER	JPAP02	02/28/2020	BookRags Subscription Renewal	GENERAL FUND/TECH/SOFTWARE SERVIC/SCHOOL LIBRARY	4002000234	199.99
					Totals for	192000244	199.99
192000245	POHL, HELENE	JPAP02	02/28/2020	CESA 6 LEGISLATIVE BREAKFAST - MILEAGE	GENERAL FUND/EMPLOYEE TRAVEL/BOARD MEMBERS	0	57.50
					Totals for	192000245	57.50
192000246	WORTZ, CAROL	JPAP02	02/28/2020	STUDENT INCENTIVE ITEMS CAROL WORTZ WILL BE MAKING SCHOOL PURCHASES	GENERAL FUND/EMPLOYEE TRAVEL/INSTRUCTIONAL STAFF TRAINING	4002000227	54.05
					Totals for	192000246	54.05
192000247	CONNOLLY, JANINE	JPAP03	03/13/2020	ASSIST STUDENT WITH SUPPLIES NEEDED	Special Revenue Trust Fund/GENERAL SUPPLIES/GUIDANCE	0	13.05
					Totals for	192000247	13.05
192000248	KRUEGER, JENNIFER	JPAP03	03/13/2020	WEMTA Conference	GENERAL FUND/PERSONAL SERVICES/SCHOOL LIBRARY	8002000049	195.00
192000248	KRUEGER, JENNIFER	JPAP03	03/13/2020	WEMTA Conference Lodging	GENERAL FUND/EMPLOYEE TRAVEL/SCHOOL LIBRARY	8002000050	110.00
					Totals for	192000248	305.00
192000249	O'BRIEN, CARMEN	JPAP03	03/13/2020	MILEAGE TO BUSINESS OFFICIALS NETWORKING MEETING	GENERAL FUND/EMPLOYEE TRAVEL/DIRECTION OF BUSINESS	0	57.50
					Totals for	192000249	57.50
192000250	ORT, JESSIE	JPAP03	03/13/2020	MILEAGE REIMBURSEMENT - TAKING BOYS TO WORK	SPECIAL EDUCATION FUND/CONTRACTED PUPIL TRANSPORTATIO/FIELD TRIPS	272000063	155.25
					Totals for	192000250	155.25
192000251	POHL, HELENE	JPAP03	03/13/2020	CESA 6 LEGISLATIVE BREAKFAST - MILEAGE	GENERAL FUND/EMPLOYEE TRAVEL/OFFICE OF SUPERINTENDENT	0	57.50
					Totals for	192000251	57.50
192000252	SERNAU, JACQUELYN	JPAP03	03/13/2020	TRAVEL REIMBURSEMENT TO FEDERAL FUNDING CONFERENCE	GENERAL FUND/EMPLOYEE TRAVEL/INSTRUCTIONAL STAFF TRAINING	8002000038	120.75
					Totals for	192000252	120.75
201900183	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	GENERAL FUND/WI	0	9,231.42

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
201900183	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	RETIREMENT FUND SPECIAL EDUCATION FUND/WI RETIREMENT FUND	0	1,483.23
201900183	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	FOOD SERVICE FUND/WI RETIREMENT FUND	0	353.38
201900183	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	GENERAL FUND/WI RETIREMENT FUND	0	9,231.42
201900183	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	SPECIAL EDUCATION FUND/WI RETIREMENT FUND	0	1,483.23
201900183	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	FOOD SERVICE FUND/WI RETIREMENT FUND	0	353.38
					Totals for 201900183		22,136.06
201900187	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	GENERAL FUND/WI RETIREMENT FUND	0	-118.35
201900187	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	GENERAL FUND/WI RETIREMENT FUND	0	-118.35
					Totals for 201900187		-236.70
201900190	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	GENERAL FUND/WI RETIREMENT FUND	0	118.35
201900190	WISCONSIN RETIREMENT	R9	02/14/2020	Payroll accrual	GENERAL FUND/WI RETIREMENT FUND	0	118.35
					Totals for 201900190		236.70
201900194	DELTA DENTAL OF WISC	JPWI02	02/19/2020	DENTAL CLAIMS	GENERAL FUND/SELF FUND-EMPLOYER SHARE PREMI	0	1,001.00
					Totals for 201900194		1,001.00
201900195	EMPLOYEE BENEFITS CO	JPWI02	02/20/2020	FSA CLAIMS	GENERAL FUND/FLEX PLAN SY1718	0	626.09
					Totals for 201900195		626.09
201900196	EMPLOYEE BENEFITS CO	JPWI02	02/28/2020	HRA & FSA ADMIN FEES	GENERAL FUND/DISTRICT FEES / BANKING FEE/DIRECTION OF BUSINESS	0	303.30
					Totals for 201900196		303.30
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	8,506.06
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	SPECIAL EDUCATION FUND/FICA (SOCIAL SECURITY)	0	1,363.97
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FOOD SERVICE FUND/FICA (SOCIAL SECURITY)	0	337.33
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	1,989.35
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	SPECIAL EDUCATION FUND/FICA (SOCIAL SECURITY)	0	319.02
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FOOD SERVICE FUND/FICA (SOCIAL SECURITY)	0	78.89
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	GENERAL	0	377.00

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FEDERAL INCOME TAX SPECIAL EDUCATION	0	41.24
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FEDERAL INCOME TAX GENERAL	0	11.00
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FEDERAL INCOME TAX GENERAL	0	10,436.81
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FEDERAL INCOME TAX SPECIAL EDUCATION	0	1,092.25
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FEDERAL INCOME TAX FOOD SERVICE	0	163.59
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FEDERAL INCOME TAX GENERAL FUND/FICA (SOCIAL SECURITY)	0	1,989.35
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FICA (SOCIAL SECURITY) SPECIAL EDUCATION	0	319.02
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FICA (SOCIAL SECURITY) FOOD SERVICE	0	78.89
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FICA (SOCIAL SECURITY) GENERAL FUND/FICA (SOCIAL SECURITY)	0	8,506.06
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FICA (SOCIAL SECURITY) SPECIAL EDUCATION	0	1,363.97
201900197	INTERNAL REVENUE SER	P9	02/28/2020	Payroll accrual	FUND/FICA (SOCIAL SECURITY) FOOD SERVICE	0	337.33
					Totals for 201900197		37,311.13
201900198	MASSMUTUAL FINANCIAL	P9	02/28/2020	Payroll accrual	GENERAL FUND/HARTFORD INS - TSA/ROTH	0	1,438.80
201900198	MASSMUTUAL FINANCIAL	P9	02/28/2020	Payroll accrual	GENERAL FUND/HARTFORD INS - TSA/ROTH	0	50.00
					Totals for 201900198		1,488.80
201900199	WEA TAX SHELTERED AN	P9	02/28/2020	Payroll accrual	GENERAL FUND/WEA TRUST - TSA/ROTH	0	100.00
201900199	WEA TAX SHELTERED AN	P9	02/28/2020	Payroll accrual	GENERAL FUND/WEA TRUST - TSA/ROTH	0	500.00
201900199	WEA TAX SHELTERED AN	P9	02/28/2020	Payroll accrual	SPECIAL EDUCATION FUND/WEA TRUST - TSA/ROTH	0	25.00
					Totals for 201900199		625.00
201900200	WISCONSIN DEPT OF RE	P9	02/28/2020	Payroll accrual	GENERAL FUND/STATE INCOME TAX	0	90.00
201900200	WISCONSIN DEPT OF RE	P9	02/28/2020	Payroll accrual	SPECIAL EDUCATION FUND/STATE INCOME TAX	0	5.00
201900200	WISCONSIN DEPT OF RE	P9	02/28/2020	Payroll accrual	GENERAL FUND/STATE INCOME TAX	0	47.82

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
201900200	WISCONSIN DEPT OF RE	P9	02/28/2020	Payroll accrual	GENERAL FUND/STATE INCOME TAX	0	6,463.31
201900200	WISCONSIN DEPT OF RE	P9	02/28/2020	Payroll accrual	SPECIAL EDUCATION FUND/STATE INCOME TAX	0	749.28
201900200	WISCONSIN DEPT OF RE	P9	02/28/2020	Payroll accrual	FOOD SERVICE FUND/STATE INCOME TAX	0	122.89
						Totals for 201900200	7,478.30
201900201	WISCONSIN RETIREMENT	R9	02/28/2020	Payroll accrual	GENERAL FUND/WI RETIREMENT FUND	0	9,038.70
201900201	WISCONSIN RETIREMENT	R9	02/28/2020	Payroll accrual	SPECIAL EDUCATION FUND/WI RETIREMENT FUND	0	1,469.71
201900201	WISCONSIN RETIREMENT	R9	02/28/2020	Payroll accrual	FOOD SERVICE FUND/WI RETIREMENT FUND	0	345.81
201900201	WISCONSIN RETIREMENT	R9	02/28/2020	Payroll accrual	GENERAL FUND/WI RETIREMENT FUND	0	9,038.70
201900201	WISCONSIN RETIREMENT	R9	02/28/2020	Payroll accrual	SPECIAL EDUCATION FUND/WI RETIREMENT FUND	0	1,469.71
201900201	WISCONSIN RETIREMENT	R9	02/28/2020	Payroll accrual	FOOD SERVICE FUND/WI RETIREMENT FUND	0	345.81
						Totals for 201900201	21,708.44
201900202	WEA MEMBER BENEFIT T	P9	02/28/2020	Payroll accrual	GENERAL FUND/WEA TRUST ADVANTAGE	0	156.09
201900202	WEA MEMBER BENEFIT T	P9	02/28/2020	Payroll accrual	GENERAL FUND/WEA TRUST ADVANTAGE	0	53.05
201900202	WEA MEMBER BENEFIT T	P9	02/28/2020	Payroll accrual	GENERAL FUND/WEA TRUST ADVANTAGE	0	140.00
						Totals for 201900202	349.14
201900203	DELTA DENTAL OF WISC	JPWI02	02/26/2020	DENTAL CLAIMS AND ADMINISTRATION	GENERAL FUND/SELF FUND-EMPLOYER SHARE PREMI	0	3,370.01
						Totals for 201900203	3,370.01
201900204	EMPLOYEE BENEFITS CO	JPWI02	02/27/2020	HRA & FSA CLAIMS	GENERAL FUND/FLEX PLAN SY1718	0	277.56
201900204	EMPLOYEE BENEFITS CO	JPWI02	02/27/2020	HRA & FSA CLAIMS	GENERAL FUND/HRA/WEA ER DED (PMT ABOVE EE'S	0	1,138.47
						Totals for 201900204	1,416.03
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	8,649.06
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/FICA (SOCIAL SECURITY)	0	1,292.04
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	FOOD SERVICE FUND/FICA (SOCIAL SECURITY)	0	328.83
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	COMMUNITY SERVICE FUND/FICA (SOCIAL SECURITY)	0	6.05
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	2,022.79

CHECK		BATCH	CHECK	INVOICE	ACCOUNT	PO	
NUMBER	VENDOR	NUMBER	DATE	DESCRIPTION	DESCRIPTION	NUMBER	AMOUNT
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/FICA (SOCIAL SECURITY)	0	302.19
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	FOOD SERVICE FUND/FICA (SOCIAL SECURITY)	0	76.91
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	COMMUNITY SERVICE FUND/FICA (SOCIAL SECURITY)	0	1.41
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FEDERAL INCOME TAX	0	382.00
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/FEDERAL INCOME TAX	0	41.24
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FEDERAL INCOME TAX	0	33.00
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FEDERAL INCOME TAX	0	10,436.85
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/FEDERAL INCOME TAX	0	1,106.83
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	FOOD SERVICE FUND/FEDERAL INCOME TAX	0	159.47
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	COMMUNITY SERVICE FUND/FEDERAL INCOME TAX	0	0.00
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	2,022.79
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/FICA (SOCIAL SECURITY)	0	302.19
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	FOOD SERVICE FUND/FICA (SOCIAL SECURITY)	0	76.91
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	COMMUNITY SERVICE FUND/FICA (SOCIAL SECURITY)	0	1.41
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	8,649.06
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/FICA (SOCIAL SECURITY)	0	1,292.04
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	FOOD SERVICE FUND/FICA (SOCIAL SECURITY)	0	328.83
201900205	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	COMMUNITY SERVICE FUND/FICA (SOCIAL SECURITY)	0	6.05
Totals for 201900205							37,517.95
201900206	MASSMUTUAL FINANCIAL	P9	03/13/2020	Payroll accrual	GENERAL FUND/HARTFORD INS - TSA/ROTH	0	1,438.80

CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
201900206	MASSMUTUAL FINANCIAL	P9	03/13/2020	Payroll accrual	GENERAL FUND/HARTFORD INS - TSA/ROTH	0	50.00
						Totals for 201900206	1,488.80
201900207	WEA TAX SHELTERED AN	P9	03/13/2020	Payroll accrual	GENERAL FUND/WEA TRUST - TSA/ROTH	0	100.00
201900207	WEA TAX SHELTERED AN	P9	03/13/2020	Payroll accrual	GENERAL FUND/WEA TRUST - TSA/ROTH	0	500.00
201900207	WEA TAX SHELTERED AN	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/WEA TRUST - TSA/ROTH	0	25.00
						Totals for 201900207	625.00
201900208	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	GENERAL FUND/STATE INCOME TAX	0	95.00
201900208	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/STATE INCOME TAX	0	5.00
201900208	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	GENERAL FUND/STATE INCOME TAX	0	32.53
201900208	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	GENERAL FUND/STATE INCOME TAX	0	6,471.33
201900208	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	SPECIAL EDUCATION FUND/STATE INCOME TAX	0	747.81
201900208	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	FOOD SERVICE FUND/STATE INCOME TAX	0	123.22
201900208	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	COMMUNITY SERVICE FUND/STATE INCOME TAX	0	0.00
						Totals for 201900208	7,474.89
201900210	WEA MEMBER BENEFIT T	P9	03/13/2020	Payroll accrual	GENERAL FUND/WEA TRUST ADVANTAGE	0	156.09
201900210	WEA MEMBER BENEFIT T	P9	03/13/2020	Payroll accrual	GENERAL FUND/WEA TRUST ADVANTAGE	0	53.05
201900210	WEA MEMBER BENEFIT T	P9	03/13/2020	Payroll accrual	GENERAL FUND/WEA TRUST ADVANTAGE	0	140.00
						Totals for 201900210	349.14
201900211	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	64.84
201900211	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	15.16
201900211	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FEDERAL INCOME TAX	0	0.00
201900211	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	15.16
201900211	INTERNAL REVENUE SER	P9	03/13/2020	Payroll accrual	GENERAL FUND/FICA (SOCIAL SECURITY)	0	64.84
						Totals for 201900211	160.00
201900212	WISCONSIN DEPT OF RE	P9	03/13/2020	Payroll accrual	GENERAL FUND/STATE INCOME TAX	0	0.00
						Totals for 201900212	0.00
201900214	DELTA DENTAL OF WISC	JPWI03	03/11/2020	DENTAL CLAIMS	GENERAL FUND/SELF FUND-EMPLOYER SHARE PREMI	0	2,281.60



CHECK NUMBER	VENDOR	BATCH NUMBER	CHECK DATE	INVOICE DESCRIPTION	ACCOUNT DESCRIPTION	PO NUMBER	AMOUNT
					Totals for 201900214		2,281.60
201900215	DELTA DENTAL OF WISC	JPWI03	03/04/2020	DENTAL CLAIMS	GENERAL FUND/SELF FUND-EMPLOYER SHARE PREMI	0	2,065.98
					Totals for 201900215		2,065.98
201900216	EMPLOYEE BENEFITS CO	JPWI03	03/12/2020	FSA & HRA CLAIMS	GENERAL FUND/FLEX PLAN SY1718	0	533.12
201900216	EMPLOYEE BENEFITS CO	JPWI03	03/12/2020	FSA & HRA CLAIMS	GENERAL FUND/HRA/WEA ER DED (PMT ABOVE EE'S	0	4,787.41
					Totals for 201900216		5,320.53
201900217	EMPLOYEE BENEFITS CO	JPWI03	03/05/2020	FSA & HRA CLAIMS	GENERAL FUND/FLEX PLAN SY1718	0	105.00
201900217	EMPLOYEE BENEFITS CO	JPWI03	03/05/2020	FSA & HRA CLAIMS	GENERAL FUND/HRA/WEA ER DED (PMT ABOVE EE'S	0	7,731.09
					Totals for 201900217		7,836.09
					Totals for checks		228,947.11

CREDIT CARD STATEMENT - February			WUFAR Code						Description
Date	Vendor	Amount	Fund	E	Location	Object	Function	Project	
<b>Dan Wolfram</b>									
1/21/2020	MENARDS APPLETON WEST	<b>\$350.57</b>							
	MES PORTION	\$58.93	10	E	101	411	253000	000	MIKE THOMACK - BUILDING & GROUNDS (MES PORTION)
	DISTRICT PORTION	\$259.42	10	E	800	411	253000	000	MIKE THOMACK - BUILDING & GROUNDS (DISTRICT PORTION)
	LWHS PORTION	\$32.22	10	E	400	411	253000	000	MIKE THOMACK - BUILDING & GROUNDS
1/27/2020	UNIFORMAL WEARHOUSE	\$101.60	10	E	400	420	125400	000	ELLEN CHRISTENSEN - CONCERT UNIFORM
1/27/2020	UNIFORMAL WEARHOUSE	\$41.30	10	E	400	420	125400	000	ELLEN CHRISTENSEN - CONCERT UNIFORM
1/27/2020	UNIFORMAL WEARHOUSE	\$147.75	10	E	400	420	125400	000	ELLEN CHRISTENSEN - CONCERT UNIFORM
1/28/2020	MILLS FLEET FARM	\$16.48	10	E	400	411	253000	000	MIKE THOMACK - BUILDING & GROUNDS
1/28/2020	SOUTHEASTERN PERFORMA	\$57.00	10	E	400	420	125400	000	ELLEN CHRISTENSEN - CONCERT UNIFORM
2/1/2020	RIO GRANDE	\$372.99	10	E	400	411	121000	000	NANCY ZABLER - ART SUPPLIES
2/3/2020	CHULA VISTA RESORT	\$129.00	10	E	400	342	162103	000	AUSTIN ROHAN - SOFTBALL CLINIC
2/3/2020	WFSCA	\$180.00	10	E	400	342	162103	000	
2/5/2020	FLEET FARM	<b>\$105.92</b>							
	LWHS PORTION	\$53.77	10	E	400	411	253000	000	MIKE THOMACK - BUILDING & GROUNDS
	DISTRICT PORTION	\$52.15	10	E	800	411	253000	000	MIKE THOMACK - BUILDING & GROUNDS (DISTRICT PORTION)
2/19/2020	BLICK ART	\$483.60							
	<b>TOTAL</b>	<b>\$1,986.21</b>							
<b>Jeanne Frazier</b>									
01/24/20	Hilton Hotels, Milwaukee	\$16.28	10	E	500	342	232100	0	DA Meal WASB Convention
01/28/20	Specialist ID, Inc.	\$44.66	10	E	500	411	232100	0	Employee Badge Holders
02/03/20	Education Week	\$79.00	10	E	500	411	232100	0	Subscription for DA
02/03/20	Amazon Marketplace	\$37.96	10	E	800	411	221300	714	ALICE Grant: stress balls for staff training
	<b>TOTAL</b>	<b>\$177.90</b>							
<b>Melanie Oppor</b>									
01/22/20	Hilton Hotels	\$54.68	10	E	800	342	231100	0	Meals during WASB Convention
01/23/20	Gyro Mikes, Milwaukee	\$11.24	10	E	500	342	232100	0	Meal during WASB Convention
01/24/20	Docs Commerce Smokehouse	\$112.29	10	E	800	342	231100	0	Meals during WASB Convention
02/17/20	Sarah Johnson Consulting	\$35.00	10	E					Sarah Johnson Consulting
	<b>TOTAL</b>	<b>\$213.21</b>							
<b>Michelle Pukita</b>									
Feb. 19	Walmart	116.86	21	E	800	411	213000	704	Items needed for family
	<b>TOTAL</b>	<b>\$116.86</b>							

Name	Reference	Trans Date	Description	Post Date	Amount
		02/03/2020	BBB VS. BOWLER	02/06/2020	182.50
			Totals for 14407		182.50
		02/04/2020	GBB VS. ROSHOLT	02/06/2020	121.00
			Totals for 14408		121.00
		02/06/2020	HS FOOD SERVICE FOR WEEK OF 2/3-7	02/06/2020	2,426.21
			Totals for 14403		2,426.21
		02/06/2020	GBB VS WITTENBERG	02/14/2020	146.00
			Totals for 14442		146.00
		02/08/2020	BBB VS SHIOCTON	02/14/2020	234.00
			Totals for 14443		234.00
		02/10/2020	ES FOOD SERVICE FOR WEEK OF 2/3-7	02/10/2020	1,397.00
			Totals for 14404		1,397.00
		02/10/2020	PILT PAYMENT OGDENSBURG	02/10/2020	326.80
			Totals for 14409		326.80
		02/10/2020	FORWARD HEALTH DHS	02/10/2020	1,478.09
			Totals for 14410		1,478.09
		02/10/2020	CESA 5 EEN CATEGORICAL AID PAYMENT QUART	02/10/2020	1,070.98
			Totals for 14411		1,070.98
		02/10/2020	A ANAYA - JURY DUTY REPAY	02/10/2020	40.00
			Totals for 14412		40.00
		02/10/2020	AMCOR GIFT W KRUEGER	02/10/2020	570.00
			Totals for 14413		570.00
		02/10/2020	PILT UNION	02/10/2020	261.99
			Totals for 14414		261.99
		02/13/2020	BBB VS NORTHLAND LUTHERAN	02/14/2020	114.00
			Totals for 14444		114.00
		02/14/2020	ES FOOD SERVICE FOR WEEK OF 2/10-14	02/14/2020	1,014.60
			Totals for 14405		1,014.60
		02/14/2020	9 SCHOOLS PAID THE DISTRICT RATHER THAN	02/14/2020	1,575.00
			Totals for 14406		1,575.00
		02/14/2020	OGDENSBURG FEB SETTLEMENT	02/14/2020	23,475.23
			Totals for 14415		23,475.23
		02/14/2020	ST LAWRENCE FEB SETTLEMENT	02/14/2020	118,536.43
			Totals for 14416		118,536.43
		02/14/2020	ST LAWRENCE PILT	02/14/2020	1,362.68
			Totals for 14417		1,362.68
		02/14/2020	STUDENT FEE	02/14/2020	30.00
			Totals for 14418		30.00
		02/14/2020	HS FOOD SERVICE FOR WEEK OF 2/10-2/14	02/14/2020	2,538.31
			Totals for 14445		2,538.31
		02/14/2020	HS ATHLETIC FEE	02/14/2020	30.00
			Totals for 14446		30.00
		02/14/2020	HS STUDENT FEE	02/14/2020	40.00
			Totals for 14447		40.00
		02/14/2020	HS PARKING FEE	02/14/2020	10.00
			Totals for 14448		10.00
		02/14/2020	HS YEARBOOK FEE	02/14/2020	241.00
			Totals for 14449		241.00
		02/14/2020	CHROMEBOOK FINES	02/14/2020	30.00
			Totals for 14450		30.00
		02/18/2020	BMO PAYMENT FOR OPEB BENEFITS PAID IN 20	02/18/2020	3,728.10
			Totals for 14458		3,728.10
		02/18/2020	HELVETIA	02/18/2020	18,408.86

Name	Reference	Trans Date	Description	Post Date	Amount
			Totals for 14459		18,408.86
		02/18/2020	LITTLE WOLF	02/18/2020	239,975.92
			Totals for 14460		239,975.92
		02/18/2020	LITTLE WOLF PILT	02/18/2020	835.99
			Totals for 14461		835.99
		02/19/2020	PILT FROM CITY OF MANAWA	02/19/2020	5.91
			Totals for 14456		5.91
		02/19/2020	CITY OF MANAWA	02/19/2020	266,849.48
			Totals for 14457		266,849.48
		02/20/2020	BEAR CREEK	02/20/2020	9,194.80
			Totals for 14440		9,194.80
		02/20/2020	UNION	02/20/2020	118,135.20
			Totals for 14441		118,135.20
		02/20/2020	ROYALTON	02/20/2020	139,694.91
			Totals for 14454		139,694.91
		02/20/2020	LEBANON	02/20/2020	50,888.56
			Totals for 14455		50,888.56
		02/20/2020	ATHLETIC ADMISSIONS GBB VS GRESHAM	02/21/2020	171.50
			Totals for 14466		171.50
		02/21/2020	MES FOOD SERVICE WEEK OF 2/17-21	02/21/2020	1,039.30
			Totals for 14462		1,039.30
		02/21/2020	MUKWA	02/21/2020	23,964.43
			Totals for 14463		23,964.43
		02/21/2020	HIGH SCHOOL FOOD SERVICE WEEK OF 2/17-21	02/21/2020	1,570.75
			Totals for 14465		1,570.75
			Total for Cash Receipts		1,031,715.53

**AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
AND  
SCHOOL DISTRICT OF MANAWA**

**THIS AWARD AGREEMENT ("Agreement")** is made and entered into for the period of **07/01/2019 through 03/15/2022 ("Performance Period")**, by and between the **Department of Administration ("Department")**, State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and **School District of Manawa ("Grantee")**, whose service address is **800 Beech ST, Manawa, WI 54949**.

**WHEREAS**, on behalf of the State, the Department's Division of Enterprise Technology administers the TEACH Information Technology Infrastructure Grants for Educational Technology Program ("Program"), to provide funds for eligible items; and

**WHEREAS**, it is the intention of the parties to this Agreement that all items described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **\$27,967** for eligible purchases herein described ("Project"); and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – D which are annexed and made a part hereof.

- Attachment A – Budget
- Attachment B - Source of Funds and Contact Information
- Attachment C – Method of Payment and Reporting Requirements
- Attachment D – Program Rules & Special Conditions

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

BY: Melanie J. Oppor, PhD  
School District Administrator

BY: \_\_\_\_\_  
State of Wisconsin Division Administrator

TITLE: Dr. Melanie J. Oppor

TITLE: Chief Information Officer

DATE: 3-10-2020

DATE: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1. AGREEMENT ADMINISTRATION**

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee is represented by **School District of Manawa** ("Grantee Name"). The Grantee shall sign the Award and provide for administrative duties as specified in Attachment D, Program Rules and Special Conditions.

The Grantee's employee responsible for the administration of this Agreement shall be **Bryant Cobarrubias** ("**Grantee Contact**"), who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

### **ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION**

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

### **ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents, in performing work under this Agreement. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

#### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Agreement are summarized in Attachment A, Budget. In the event of a conflict between Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Budget (Attachment A). Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

#### **ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee or its agents, shall not sublet or assign all or any part of the work under this Agreement, without the express written consent of the Department.

#### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement

after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

**ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require an affirmative action plan to be on file and available for on-site inspection upon the request of the Department.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 10. TERMINATION OF AGREEMENT**

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the Grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within sixty (60) days of the effective date of notice of termination any payment made by the Department to the



Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

**ARTICLE 11. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement. The Department shall require repayment for failure to perform.

**ARTICLE 12. RESERVE**

**ARTICLE 13. AMENDMENT**

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda. Addenda may be signed serially.

Upon written request of the Grantee and at the sole discretion of the Department, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

**ARTICLE 14. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 15. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 16. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 17. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**ARTICLE 18. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

**ARTICLE 19. EXTRA WORK**

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

**ARTICLE 20. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 21. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

**ARTICLE 22. ALLOWABLE COSTS**

The Department has determined the following allowable and non-allowable costs for the Fiscal Year 2020 TEACH Information Technology Infrastructure Grants for Educational Technology:

**Eligible Infrastructure Costs**

Infrastructure & Services eligible for the TEACH Information Technology Infrastructure Grant can be found on the FY20 List below:

**Purchase Period: July 1, 2019 – March 15 2022**

**LIST A**

**Reimbursement: 100% less E-Rate Discount Rate**  
(See Instructions tab of Application for details.)

- Access Points
- Antennas
- Basic Maintenance of Internal Connections
- Cabling
- Caching Equipment & Services
- Connectors

---

- Fees, Taxes, etc.
- Firewall Services & Components
- Installation, Activation, & Initial Configuration of List A Items
- LAN Controllers
- Managed Services
- Operating System Software Supporting Components on List A
- Racks & Cabinets
- Routers
- Switches
- UPS/Battery Backups
- Wireless Controllers & Wireless Control Systems

**LIST B**

**Reimbursement: 100%**

- Cyber Security Assessments
- Data Security Assessments
- Network Assessments
- Portable Devices/Hotspots (This does NOT include service or data.)  
(for wireless internet coverage on buses and for library check-out.)
- Installation of List B Portable Devices/Hotspots. (This does NOT include service or data.)

**\*\* 2 years from FY20 TEACH Infrastructure Grant Award. Exact date will be shared with grantees.**

**Ineligible Infrastructure Costs**

Infrastructure identified as “not ready” or greater than 2 years for student benefit; infrastructure purchased prior to July 1, 2019; infrastructure purchased greater than 2 years after grant award date or after March 15, 2022; infrastructure not included on FY20 List Eligible Equipment & Services for the FY20 Information Technology Infrastructure Grant.

**ARTICLE 23. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within sixty (60) days after giving written notice to the Grantee.

**ARTICLE 24. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

**ARTICLE 25. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that assures funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects. The Grantee must expend and account for the Agreement funds in accordance with the laws governing the Grantee for expending and accounting of the Grantee's own funds. The financial management system of the Grantee must be sufficient to permit the preparation of required reports and the tracing of funds to a level of expenditures adequate to establish that Award funds have been used according to the Award.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Documentation of Agreement Services and Materials; and 4) Any other records which support charges to Project funds.

**ARTICLE 26. METHOD OF PAYMENT**

Payments are to be used exclusively for allowable costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of Financial Reimbursement Requests submitted to the following email or address: [teach@wi.gov](mailto:teach@wi.gov) (preferred) **OR**

**Department of Administration  
Division of Enterprise Technology  
TEACH Grant Program  
101 East Wilson Street, 8<sup>th</sup> Floor  
P. O. Box 7844  
Madison, WI 53707-7844**

Financial Reimbursement Requests and payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as Attachment C, Method of Payment and Reporting Requirements. Financial Reimbursement Requests shall reflect eligible costs incurred by approved Budget line items, as identified in Attachment A, Budget. Financial Reimbursement Requests shall be accompanied by written documentation of eligible costs to be retained by the Fiscal Agent.

**Final Payment/Close-Out**

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department **within 60 days from the end of the Performance Period or upon termination of this Agreement** unless otherwise specifically provided for in Attachment C, Method of Payment and Reporting Requirements. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

**ARTICLE 27. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in Attachment A, Budget. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

**ARTICLE 28. ELIGIBLE COSTS**

1. Eligible costs that have been incurred on or after July 1, 2019, may be reimbursed. No eligible costs subject to reimbursement by this Agreement may be incurred prior to July 1, 2019 or after March 15, 2022.
2. Costs only as identified in Attachment A, Budget.

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 29. SINGLE AUDIT REQUIREMENT**

FY20 TEACH Information Technology Infrastructure for Educational Technology grants are not subject to the requirement of the state's single audit guidelines.

FY20 TEACH Information Technology Infrastructure for Educational Technology grants will be listed in the Department's Inventory of State Funded Grants/Programs, located at <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>. These grants will not be assigned a State ID since they will not be included in the scope of a single audit.

**ARTICLE 30. RECORDS AND REPORTS**

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in Attachment C, Method of Payment and Reporting Requirements and comply with all other applicable regulations.

**ARTICLE 31. RESERVE**

**ARTICLE 32. EXAMINATION OF RECORDS**

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer files as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES**

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 34. REASONABLE COSTS**

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 35. AUDITS**

Grantee shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information (“Confidential Information”) for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

**Definitions**

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**ARTICLE 37. LOBBYING**

Program funds may not be used to influence federal contracting or financial transactions.

**ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

**ARTICLE 39. EQUIPMENT ACCOUNTABILITY**

The Grantee shall maintain effective equipment management and documentation, and shall make the equipment available for on-site inspection upon the request of the Department.

The Grantee must obtain approval from the Department before disposing of equipment prior to the end of the useful life of the item, determined according to industry and accounting standards. Disposition includes the sale, exchange, transfer or disposal of the equipment purchased using the funds provided by this Agreement. Equipment purchased through the agreement is subject to an equitable claim by the Department, and the method of allocation or return will be determined by the Department.

Methods of allocation or return include the following:

1. Compensation for the equipment. If the Grantee retains the equipment for other uses, the Department may direct the Grantee to pay the Department an amount computed by multiplying the current fair market value of the equipment by the percentage of funds the Department originally paid the grantee toward the purchase of the equipment.
2. Sale of the equipment. If the Grantee chooses to sell the equipment prior to the end of the useful life of the item, proper sales procedures must be established to ensure the highest possible return. The Grantee must give the Department its share of the proceeds after deducting the cost of the sale. The Department's share is determined by multiplying the proceeds from the sale by the percentage of funds the Department originally provided toward the purchase of the equipment.
3. Transfer of the equipment to another eligible entity.
4. Return of the equipment to the Department.

**ARTICLE 40. PATENT INFRINGEMENT**

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 41. TRAINING -- WORKSHOPS -- SEMINARS -- EXHIBIT SPACE**

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.



ATTACHMENT A

**BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

FY20 TEACH Information Technology Infrastructure Grant		
Budget for:	School District of Manawa	
<i>List A</i>		
Accessories		\$13,400
Antennas		
Basic Maintenance of Internal Components		
Cabling		
Cabling Consultants		
Caching Service		
Connectors		
Fees, Taxes, etc.		
Firewall Services & Components		\$1,100
Installation, Activation & Initial Configuration (List A)		
LAN Controllers		
Managed Services		
Operating System Software Licenses/Equipment		
Racks & Cabinets		
Routers		
Switches		\$53,091
UPS/Backup		\$900
Wireless Controllers & Wireless Control Systems		
	<i>List A Infrastructure Total</i>	<b>\$79,891</b>
<i>List B</i>		
Cyber Security Assessments		
Data Security Assessments		
Network Assessments		\$1,000
Portable Devices - Hot Spots		
Installation of Hot Spot Portable Devices		
	<i>List B Infrastructure Total</i>	<b>\$4,000</b>
<b>TOTAL (LIST A &amp; LIST B):</b>		<b>\$83,891</b>
TEACH Reimbursement Percentage	30%	
<b>Total Grant Award:</b>		<b>\$27,967</b>
<small>Total Grant Award = (List A Total x TEACH Reimb %) + List B Total</small>		

**ATTACHMENT B**

**SOURCE OF FUNDS and CONTACT INFORMATION**

The State of Wisconsin, thru s. 16.9945 and 20.505 (4) (s), authorizes the Information Technology Infrastructure Grant Program.

**Total Amount of Available Funds:** \$3,000,000 in the 2020 State Fiscal Year.

Amount of FY20 TEACH Information Technology Infrastructure for Education Technology Funds Obligated by this Award to the **Grantee: \$27,967.**

**Funding Source:**

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the State of Wisconsin.

**Contact Information:**

**Bryant Cobarrubias  
800 Beech ST, Manawa, WI 54949**

State of Wisconsin Contact:

Point of Contact	TEACH Grants Specialists
E-mail (preferred)	teach@wi.gov
US Mail	Department of Administration Division of Enterprise Technology TEACH Teacher Training for Educational Technology 101 East Wilson Street, 8 <sup>th</sup> Floor P. O. Box 7844 Madison, WI 53707-7844
Phone	(608) 261-5054

**ATTACHMENT C**

**METHOD OF PAYMENT and REPORTING REQUIREMENTS**

Funds awarded through this Agreement shall be released upon submission of required reporting as set forth in this attachment. Request for final payment of any and all funds awarded by this Agreement must be received by the Department as set forth in the timetable in this attachment. If the cost of making payments to Grantees under this Agreement exceeds the total amount appropriated by the State of Wisconsin the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement (Refer to Article 24).

Costs in excess of the amounts established in the Budget will be the responsibility of the Grantee.

Reporting for the Project shall consist of financial reimbursement requests, and payments to the Grantee shall be made from approved requests.

Documentation consists of: copy of paid invoices for eligible infrastructure and services. The Grantee must retain the documentation for 4 years, per item 7 of Attachment D, Program Rules.

No Program reports are required for the Project.

**Financial Reimbursement Requests Due Dates:**

The "Request for Reimbursement Worksheet" reports shall be submitted according the following timelines:

<b>Purchase Period</b>	<b>Claims Due</b>
July 1, 2019 – May 31, 2020	June 30, 2020
June 1, 2020 - November 30, 2020	January 31, 2021
December 1, 2020 - June 30, 2021	August 31, 2021
July 1, 2021 - March 15, 2022 -FINAL REQUEST	May 14, 2022 (All reimbursement requests must be submitted to DOA – TEACH – <b>FINAL REQUEST.</b> )

**Additional Reports and Information:**

The Department reserves the right to amend and require additional information or reports as needed.

## **ATTACHMENT D**

### **PROGRAM RULES**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

#### **1. DEPARTMENT POLICIES AND PROCEDURES**

The Grantee agrees to follow policies and procedures of the Department.

#### **GRANTEE DUTIES**

- Sign the Agreement on behalf of the grantee.
- Submit requests to adjust approved budget of Award.
- Coordinate collection and submission of information necessary/requested in the event of an audit.
- Coordinate, prepare and submit required financial reports.
- Maintain documentation of Award activities, including expenditures according to item 7, Record Keeping, of this attachment.

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

#### **2. AMENDMENT**

Upon written request of the Grantee and at the sole discretion of the Department, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of this Agreement.

#### **3. ADMINISTRATIVE STAFF**

The Grantee shall maintain a staff sufficient to administer the Award activities. All records shall be kept at the Grantee's official location or at the office of the contract grant administrator during the period of the Award. However, at completion of the Program all records shall be in the possession of the Grantee and maintained at the Grantee's official location.

#### **4. MONITORING**

The Grantee may be monitored during the Performance Period of the Award. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

#### **5. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT**

The Grantee must obtain approval from the Department before disposing of equipment prior to the end of the useful life of the item, determined according to industry and accounting standards. Disposition includes the sale, exchange, transfer or disposal of the equipment purchased using the funds provided by this Agreement. Equipment purchased through the agreement is subject to an equitable claim by the Department, and the method of allocation or return will be determined by the Department.

**6. RECORD KEEPING**

The Grantee must maintain all documentation relative to the Project and program requirements specified in this Agreement. In general, records are to be retained for four (4) years after the date of the final report submitted under Attachment C.

**7. PROGRAM INCOME**

Program Income means gross income received by the Grantee directly generated from the use of the Award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Award funds obtained from the State; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition

Generating and/or collecting program income is prohibited by this Agreement.



# School District of Manawa

*“Students Choosing to Excel, Realizing Their Strengths”*

800 Beech Street | Manawa, WI 54949 | (920) 596-2525

District Fax (920) 596-5308 | Elementary Fax (920) 596-5339 | Jr./Sr. High Fax (920) 596-2655

[www.manawaschools.org](http://www.manawaschools.org)

To: Dr. Melanie Oppor  
Fr: Dawn Millard  
Date: 3/11/2020  
Re: Field Preparation for 2019 Spring Sports

I am recommending Zachary Kriesel for the field maintenance and preparation job for the spring sports season pending approved background check and Physical, TB and Drug Screening

Name	Position	Information
Zachary Kriesel	Field Preparation and Maintenance	<p>Zach is a 2019 LWHS graduate who is currently taking college courses through FVTC. He was involved in many sports and activities while he attended school here in Manawa. Zach exhibits excellent people skills and is more than willing to learn the necessary skills needed to successfully maintain and prepare the softball and baseball fields for the spring season.</p> <p>Zach is a WIAA certified referee in basketball and refereed many middle school and JV2 games for us during the basketball season. He is also currently a bus driver for Kobussen and drives a route for the School District of Manawa.</p>

**Dr. Melanie J. Oppor**

District Administrator

[moppor@manawaschools.org](mailto:moppor@manawaschools.org)

(920) 596-2525

**Daniel J. Wolfgram**

Jr./Sr. High School Principal

[dwolfgram@manawaschools.org](mailto:dwolfgram@manawaschools.org)

(920) 596-5800

**Michelle Pukita**

Elementary Principal

[mpukita@manawaschools.org](mailto:mpukita@manawaschools.org)

(920) 596-5700

**Carmen O'Brien**

Business Manager

[cobrien@manawaschools.org](mailto:cobrien@manawaschools.org)

(920) 596-5332

**Danielle Brauer**

Curriculum/Special Ed. Dir.

[dbrauer@manawaschools.org](mailto:dbrauer@manawaschools.org)

(920) 596-5301

## **Student Recognition**

**Mason Wiesner** Gr. 11 – Congratulations for Reaching the Goal of Scoring 1,000 Points by his Junior Year in Boys Basketball

**Colten Klemm:** Gr. 11 - Colten went 42-8 in the season wrestling in various weight classes. At the WIAA State Tournament last month Colten took 3rd place at the 120-pound weight class in Division 3. Colten was our first State Place Winner since 2014 and his 3rd place finish was Manawa's best since 2008. Colten also broke 100 wins this season as a Junior. He is only the 3rd wrestler ever in Manawa history to break 100 career wins as a Junior.

**Kevin Klemm: State Qualifier for the Wisconsin State Wrestling Tournament**

**Andrew Elmhorst: State Qualifier for the Wisconsin State Wrestling Tournament**

Monthly Enrollment Count for SY2019-2020

Grade	21-May-18	16-Sep-19	3rd Fri SEPT	OCT	NOV	DEC	JAN	2nd Fri JAN	FEB	MAR	APR	MAY
EC / Speech .5	7	6	6	6	6	6	6	7	7	9		
4K .6	37	30	31	31	30	32	30	30	30	29		
Kdg	30	38	39	39	39	40	40	40	39	39		
1	46	29	30	30	29	30	28	28	29	27		
2	31	52	52	52	51	51	51	51	52	52		
3	33	30	30	30	30	30	29	29	29	30		
4	50	34	34	34	35	35	34	34	35	35		
5	37	55	55	55	54	54	53	53	53	53		
6	37	38	37	37	38	39	39	39	39	39		
7	52	38	38	37	38	38	38	37	38	38		
8	54	52	52	52	52	52	51	51	52	52		
9	53	59	60	60	60	60	58	59	58	59		
10	66	52	52	52	52	52	52	52	52	52		
11	50	63	64	63	62	62	62	62	61	61		
12	62	54	54	54	54	54	53	52	52	52		
<b>Students Enrolled</b>	<b>645</b>	<b>630</b>	<b>634</b>	<b>632</b>	<b>630</b>	<b>635</b>	<b>624</b>	<b>624</b>	<b>626</b>	<b>627</b>		
Less OE IN (non-resident)	-18	-22	-25	-25	-26	-24	-24	-24	-22	-22		
Plus OE OUT (resident)	91	107	88	89	89	90	88	88	90	90		
Less Tuition Sharing	-2	-3	-3	-3	-3	-3	-3	-3	-3	-3		
Plus Cty Sch Enrollment		1	1	2	2	2	2	1	1	1		
<b>Total Resident Count</b>	<b>716</b>	<b>713</b>	<b>695</b>	<b>695</b>	<b>692</b>	<b>700</b>	<b>687</b>	<b>686</b>	<b>692</b>	<b>693</b>		
3rd Friday Sept 2018	#											

Note: September Open Enrollment numbers are tentative until after the 3rd Friday Count and Open Enrollment is Verified with other districts.





**Students choosing to excel; realizing their strengths.**

To: Dr. Melanie Oppor  
From: Michelle Pukita  
Date: March 11, 2020  
Re: Staff and Program Highlights

---

- **Celebrating Read Across America Week:** The week of February 24, MES celebrated Read Across America Week. The theme was Rock-N-Read. The following dress-up days followed the theme:
  - Monday, February 24: Jazz/Blues—wear your sunglasses
  - Tuesday, February 25: Sock Hop—wear your crazy socks
  - Wednesday, February 26: Punk Rock—wear your best 80's rock
  - Thursday, February 27: Country—wear your country attire
  - Friday, February 28: Book Character Day—Dress as your favorite book character

Along with the themed dress-up days, students had the opportunity to design a bookmark using the theme "Rock-n-Read." Kindergarten students read their "How to" books to fourth-grade students. The week wrapped up by having Randy's Rocking Reading Show do an interactive performance with the students. Thank you to Sturm Memorial Library for sponsoring this event. Thank you to Jen Krueger for putting together a fantastic week to celebrate reading.



Showing off their Crazy Socks!



Modeling their Country Attire!

- **Reading and Writing Workshop Support:** One of the District's Key Performance Indicators (KPI) is "students will be proficient or better on internal predictive tests." One way to support teachers in achieving this goal is Jackie Sernau meets with grade-level teachers once a week to discuss areas they need support with in either reading or writing. Some of those areas include small group instruction, individual student support, pacing of units, and finding resources. These discussions have been valuable to provide support to the teachers.

Michelle Pukita sat in on the weekly meetings a few weeks ago to get a better understanding of how teachers support students during independent reading time. During the independent reading time is when students are taught at their reading levels and working on skills that are lagging. Teachers work on strategies to support students' growth in their reading ability in several ways, including working with students in small groups on the same strategies, small groups of students reading at their reading level, incorporating skills that may be lagging, or conferencing one-on-one with students. All of these strategies improve students' reading and writing.

- **Purposeful Play:** Michelle Pukita was in the 4K classroom a few days ago and watched students interact during choice time. This looks like students playing with toys and each other. But, what is going on is purposeful play. Janet Abbey, the 4K teacher, does a great job being purposeful in setting up the centers and interacting with students. Every center is intentionally planned and facilitated to meet the learning standards (Wisconsin Model of Early Learning Standards). An example of purposeful play would be adding a shape game to the center, so students learn the identification of shapes.
- **Upcoming Event:** The International Arts Festival will be held on Thursday, April 9, during the afternoon. Students will experience cultures around the world through the arts. Art projects from around the world will be displayed, songs from different countries will be sung, and dances from different countries will be performed. The International Arts Festival takes place every four years, with the first festival held in 2012. You are invited to join us for this celebration.



**Students choosing to excel; realizing their strengths.**

To: Dr. Melanie Oppor, Manawa Board of Education

Fr: Dan Wolfgram

Date: 3/11/2020

Re: Staff and Program Highlights – March 2020

---

**National FFA Week Feb. 22 – 29:** Each year, FFA chapters around the country celebrate National FFA Week. Manawa FFA sponsored a milk and cookie break at the high school to celebrate National FFA Week. FFA strives to grow leaders, build community, and strengthen agriculture.



**Wolves Success!** The month of March brings with it the conclusion of many athletics and activities. Here is a brief recap of some of the success that has been achieved by our students thus far.

**Women's Bowling Team:** Members of the team included Alivia Trinrud, Stephanie Besaw, Brystal Beyer, Makenna Jaeger, and Cassie Prill. The team placed 3<sup>rd</sup> in the conference and qualified for the state tournament. At state, they finished fourth overall while Cassie Prill and Brystal Beyer qualified for the singles category. Brystal made it to the championship round and finished second losing by 10 pins.

**Wisconsin High School Powerlifting Association (WHSPA):** Three students advanced to the National High School Powerlifting tournament in Texas in March.

- Jackson Jaeger-1st place, National qualifier
- Andrew Niemuth-5th place, National qualifier
- James Scott-7th place, National qualifier

**Forensics:** Manawa had 13 students who performed at the sub-district festival held at Little Wolf Jr./Sr. High School. Twelve of those participants earned scores to qualify them to perform at District competition this Saturday, March 14, in Wisconsin Rapids. District is the last stop before State, which is held on Friday, April 17. Manawa's highest scorers at sub-district include:

- Kathleen Phelan in poetry reading
- Kody Fenske and Garrett Yohr in group interpretation reading
- Ethan Tellock in farrago reading
- Jesse Johnson and Emma Brickey in group interpretation reading

**District Solo and Ensemble:** Nine events have qualified and are moving forward to the WSMA State Festival. They include:

- Garrett Your - Musical Theater Solo and Classical Solo
- Grace Thom - Musical Theater Solo and Classical Solo
- Tyler Thontlin - Musical Theater Solo and Classical Solo
- Tyler Thontlin, Garrett Yohr, Kyle Kons, Kody Fenske - Barbershop Quartet
- Emma Brickey – Bass Clarinet
- Kennedy Rosin – Trumpet Solo
- Jack O'Brien – Alto Saxophone Solo

**Youth Art Month 2020:** Xochitl's Grimm, Emma Brickey, and Lisa Yoder have artwork that has advanced to the State Youth Art Month display in the Rotunda of the State Capital in Madison.

**State Wrestling:** Andrew Elmhurst, Kevin Klemm, and Colton Klemm all advanced to the Wisconsin State tournament in Madison. Colten went 42-8 on the season wrestling in various weight classes. At the WIAA State Tournament last month Colten took 3rd place at the 120-pound weight class in Division 3. Colten was our first State Place Winner since 2014 and his 3rd place finish was Manawa's best since 2008. Colten also broke 100 wins this season as a junior. He is only the 3rd wrestler in Manawa history to break 100 career wins as a junior.

**Trust Action Team:** A new initiative by the Trust Action Team is being formulated at the building level. A new email initiative entitled "Wednesday Wow's!" is designed for staff to build a culture of recognition and praise by supporting the work done by each other in the building. Staff emails their recognitions to Mrs. Krause who culminates the submissions and a staff email will be sent out every Wednesday recognizing all staff for the work that they do weekly.

**PROPERTY TAX LEVY  
SY 2019-20**

**10 R 800 211  
500000 000**

**39 R 800 211  
500000 000**

	<b>SY1920 Levy - PI</b>	<b>SY1920 Levy -</b>	<b>SY1920 Levy -</b>										
10-A-713100	<b>401</b>	<b>Demo</b>	<b>Referendum</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Balance</b>	
Manawa	621,166.83	764,317.53	78,924.56	109,135.58	231,334.31	266,849.48						266,133.74	
Bear Creek	30,094.36	30,285.19	3,127.29	4,324.37	11,003.00	9,194.80						10,087.39	
Helvetia	76,613.22	77,022.37	7,953.44	10,997.89	32,457.60	18,408.86						26,155.91	
Lebanon	195,673.62	195,292.61	20,166.20	27,885.50	80,842.63	50,888.56						63,561.42	
Little Wolf	1,083,888.46	1,036,663.29	107,047.40	148,023.36	453,400.35	239,975.92						343,287.02	
Mukwa	84,442.55	93,773.79	9,683.22	13,389.80	42,773.05	23,964.43						27,036.31	
Royalton	461,741.24	452,361.17	46,711.48	64,591.87	178,810.13	139,694.91						133,856.13	
Saint Lawrence	333,103.94	344,906.29	35,615.53	49,248.57	120,120.94	118,536.43						106,248.92	
Union	454,257.09	465,919.98	48,111.59	66,527.91	192,271.61	118,135.20						155,513.17	
Ogdensburg	71,488.69	74,173.78	7,659.29	10,591.15	26,991.27	23,475.23						23,707.28	
	3,412,470.00	3,534,716.00	365,000.00	504,716.00	1,370,004.89	1,009,123.82	-	-	-	-	-	1,155,587.29	<b>Total Due</b>

# **KOBUSSEN BUSES LTD.**

*Family Pride in Every Ride*

March 3, 2020

March Transportation Report

Prepared For: School District of Manawa

To Whom it May Concern,

There were 18 school days and 29 extracurricular activity trips that went out for the month of February. We also had one two-hour delay on the 18<sup>th</sup> of February.

Zach Kriesel and Kim Beyer both passed their CDL road test and are both now driving routes and trips for us. They are both doing a remarkable job!

February 10<sup>th</sup>-14<sup>th</sup> we held a week-long celebration for School Bus Driver Appreciation. Many businesses participated in this event by donating food, gifts certificates and small gifts. We want to thank the School District of Manawa and the Student Council for helping appreciate our drivers by giving them snacks and friendly notes each day. Thank you!

In February, Kobussen drivers from multiple locations participated in an Active Shooter/Hostage training at the Fox Valley Technical College Public Safety Training Center presented by the Outagamie Sherriff's Department. There was a classroom portion of the training and then they all went outside and loaded buses. On the buses, the Sherriff's Department then held different scenarios. These consisted of a student having a gun in his backpack, a student pulling out a gun on the bus, students fighting outside the bus at a bus stop, and an adult running to the bus to give their student something they forgot. The drivers were presented these scenarios and had to come up with a game plan of what should happen to ensure safety of all students.

If you have any questions, please do not hesitate to call.

Thank you,

Jacob Elsner  
Terminal Manager  
Kobussen Buses LTD

Office: 920-389-1500

Cell: 920-427-1408

Email: [Jacob.elsner@kobussen.com](mailto:Jacob.elsner@kobussen.com)



# School District of Manawa

*“Students Choosing to Excel, Realizing Their Strengths”*

800 Beech Street | Manawa, WI 54949 | (920) 596-2525

District Fax (920) 596-5308 | Elementary Fax (920) 596-5339 | Jr./Sr. High Fax (920) 596-2655

---

To: Dr. Melanie J. Oppor, BOE  
From: Danni Brauer  
Date: 3/6/20  
Re: Special Education/Curriculum Update

---

## Special Education:

- **2019 Wisconsin Act 118 – Pupil Restraint** 2019 Wis. [Act 118](#), which revises Wisconsin state law on addressing the use of seclusion and restraint in schools, went into effect on Wednesday, March 5, 2020. Some of the changes include requiring parents to be provided with a copy of the written incident report, clarifying that the notice and reporting requirements apply to incidents involving law enforcement officers, prohibiting the use of prone restraint, revising the required training components, requiring school staff to hold a meeting after each incident of seclusion or restraint to discuss topics specified in the Act, conducting an IEP team meeting within ten school days of the second time seclusion or restraint is used on a student with a disability within the same school year, and requiring each governing body to submit an annual report to DPI by December 1. The department will also be developing a document that provides more detailed information about these changes. As a reminder, this law applies to both students with and without disabilities.
- The above Act 118 will change some of our procedures though they shouldn't be huge changes for staff. For instance, we are already required to complete a written incident report within 3 business days and inform parents that the report is available to them. Now we will be giving the parents a copy of the report instead of just telling them that it is completed and where it is kept. Typically, we are holding an IEP meeting if seclusion or restraint is used with a student if it has not been used before. Now it is in the regulations after the 2nd time it is used in a school year even if it was in the IEP already. In years past the school board was given a report including the number of instances that seclusion and restraint were used in a school year by the end of August. Usually, we get an open records request for our report from a disability advocacy group in the fall. Now that report will go to DPI. I anticipate that we will no longer receive the open records request because the information will be available through DPI. As more information becomes available on Act 118, I will update you.
- This is the time of the year that we typically receive the most referrals for Specific Learning Disabilities (SLD). The reason for this is that part of the criteria for SLD is that students must receive 2 Tier 3 intensive interventions in the area of referral. Progress monitoring data must be gathered from weekly assessments that show the student's skills will not be at grade level in a reasonable amount of time. The BCT team goes through the data as the student are receiving interventions to decide when/if to refer for special education. This process can take up to a year.
- The elementary special ed staff along with the reading specialist and myself are starting a book study on the book “Comprehensive Literacy for All.” The book focuses on teaching reading to students who have significant disabilities. Very exciting!



# School District of Manawa

*“Students Choosing to Excel, Realizing Their Strengths”*

800 Beech Street | Manawa, WI 54949 | (920) 596-2525

District Fax (920) 596-5308 | Elementary Fax (920) 596-5339 | Jr./Sr. High Fax (920) 596-2655

---

## Curriculum

- ACT testing will take place on March 17th.
- We are beginning to plan for summer sponsored workshops. The trick this year will be making sure we have a space to meet if the workshops are in the district.
- Instructional leaders in the district will begin a book study called “Pursuing Greatness”. The book focuses on teachers taking ownership of their professional development to move their classroom from being teacher-owned to becoming a classroom that is student-owned. The idea is for instructional leaders to learn together in order to coach teachers in improving their practice in areas they are interested in.
- We are beginning to plan curriculum writing for next year. English Language Arts (ELA) and Fine Arts are up for writing. This will be the final year in the first rotation of curriculum writing. We will begin the rotation again in 2021-22 for revisions to the maps. Curriculum maps are meant to be “living” documents. That means the documents are meant to be tweaked as teachers implement them and increase their learning.



Minutes of the March 12, 2020 Finance Committee Meeting

Start Time: 6:00 p.m. in the MES Board Room

Board Committee Members: Pohl (C), J. Johnson, Pethke

In Attendance: Pohl, J. Johnson, Scheller, Dr. Oppor, Mrs. O'Brien, Mr. Wolfgram, Mrs. Pukita, Mrs. Stephanie Riske

Timer: J. Johnson      Recorder: J. Johnson

1. Monthly Financial Report (Informational): Informational
2. 2020-21 Budget Updates (Informational): Informational
3. 2020-21 Staff and Program Changes (Action)  
Motion by J. Johnson/Pohl to recommend 2020-21 Staff and Program Changes packet including 2021-22 to the full Board as presented. Motion carried.
4. 2019-20 Budget Revision (Action):  
Motion by J. Johnson/Pohl to recommend 2019-20 Budget Revision to the full Board as presented. Motion carried.
5. CESA 6 WI OPEB Trust Investment Selection (Action):  
Motion by J. Johnson/Pohl to recommend CESA 6 WI OPEB Trust Investment Selection of Moderate to the full Board as presented. Motion carried.
6. Finance Committee Planning Guide (Information)
7. Next Finance Committee Meeting Date: April 15, 2020 at 5:30 p.m.
8. Motion to Adjourn: J. Johnson / Pohl at 7:19 p.m.

Minutes of the March 9, 2020, Policy & Human Resources Committee Meeting

Start Time: 4:30 p.m. in the MES Board Room

Board Committee Members: Pethke (C), Forbes, J. Johnson

In Attendance: Pethke, Forbes, J. Johnson, Pohl, Scheller, Dr. Oppor, Mr. LaVallee, Mr. Wolfgram, Ms. Brauer, Mrs. Sernau, Mr. Cobarrabuis, Mrs. O'Brien.

Timer: J. Johnson    Recorder: J. Johnson

1. NEOLA Updates Volume Vol. 29, No. 1:  
Motion by J. Johnson/Forbes to recommend NEOLA Updates Volume Vol. 29, No. 1 to the full Board as presented excluding policies 3122.01, 4122.01, 2370, and 5571 and several for Technology / Admin review.  
Motion carried.
2. School Calendar for 2021-22 School Year:  
Motion by J. Johnson /Forbes to table. Motion carried.
3. 1st Reading of Fitness Center Guidelines (Information):  
Motion by J. Johnson/Forbes to table. Motion carried.
4. Policy & Human Resources Committee Planning Guide (Information)
5. Set Next Meeting Date: April 7, 2020 at 5:30 pm
6. Next Meeting Items:
7. Motion by J. Johnson/Forbes to adjourn at 5:48 p.m. Motion carried.



# **ADVENTURE**

# **2020**

# **Program Guide**

**The School District of Manawa Summer Enrichment Program**  
*In Partnership with the Sturm Memorial Library*



**June 1<sup>st</sup>-June 19<sup>th</sup>, 2020**  
**Grades Pre K-6**

## **Registration**

**Tuesday, April 7, 2020 3:30-6:00 p.m.**

**Wednesday, April 8, 2020 2:30-6:00 p.m.**

**Manawa Elementary School**

## **PROGRAM INFORMATION**

### **WHO:**

- Students entering grades Pre-Kindergarten – 6<sup>th</sup> grade

### **WHAT:**

- 4K Kindergarten 2020 (4K Kindergartners)
- Next Stop Kindergarten (2020 Kindergarteners)
- Remedial courses: reading, writing, and mathematics (grades 1-6)
- Enrichment courses: cooking, basketry, science, computers, outdoor adventures, dancing, tumbling, fitness, and more (grades 1-6)
- Skills courses: volleyball, wrestling, football, basketball, hunter safety, archery.
- Swimming Lessons: Iola-Scandinavia Fitness & Aquatic Center (grades 1-6)

### **WHEN:**

- Summer Adventures: June 1st-June 19<sup>th</sup> (Monday-Friday, 8am-12pm)
- Swimming and skills courses see specific course dates & times

### **WHERE:**

- **Programming will be held at the Manawa Elementary School.** Due to the building construction schedule and the safety of the students it was determined to offer the coursework at this location. In the event the location changes, parents will be notified.

### **WHY:**

- “*Summer Adventure*” participants will find a number of interesting and exciting learning opportunities again this summer
- Remediation
- Fun
- Skill Development

### **HOW:**

- Complete registration and medical emergency form attached
- Bring completed form & fees to registration night:  
Tuesday, April 7, 2020, and Wednesday, April 8, 2020.  
3:30-6:00 p.m Tuesday, Wednesday, 2:30-6:00  
Manawa Elementary Cafeteria

### **CONTACTS:**

- Kevin Keller - [kkeller@manawaschools.org](mailto:kkeller@manawaschools.org)
- Mary Eck-920-596-5804 or [meck@manawaschools.org](mailto:meck@manawaschools.org)
- Manawa Elementary School Office – 920-596-5700
- Little Wolf Junior/Senior High Office – 920-596-5800

## **FREQUENTLY ASKED QUESTIONS – p.1**

**Q: What does a student's daily schedule look like?**

**A:** "Summer Adventure" Daily Schedule

Session 1	8:00-9:00 a.m.
Session 2	9:00-10:00 a.m.
Session 3	10:00-11:00 a.m.
Session 4	11:00-12:00 a.m.

**Q: Who will be teaching the classes?**

**A:** Teaching staff will include the best possible *certified* teachers available. Teaching assistants will also be working for the program to assist our certified staff with daily activities.

**Q: What happens if my child selects a course that is filled?**

**A:** An alternative course will be assigned based on the child's grade level and interest. **Please make sure an alternative course is listed to aid the scheduling process.**

**NOTE:** *Course enrollment will be on a first come, first served basis.* Some courses may be eliminated if there are an insufficient number of students enrolled, or if there are not qualified teachers available to teach them. Parents will be notified as soon as possible of any changes.

**Q: When will I know what my child's summer school schedule is?**

**A:** A copy of your child's schedule will be sent home at least two-weeks prior to the start of summer school.

**Q: Can my child who is entering 4K Kindergarten and 5 year old Kindergarten attend?**

**A:** Yes! Students can enroll in our 4K and Next Stop- Kindergarten. Students will use skills that will prepare them for a successful Kindergarten experience. Activities will include stories, music, plays, manipulatives, arts and crafts, and fun.

**Q: Can out-of-district children enroll in Summer Adventure?**

**A:** *YES...*there is a tuition fee of \$75.00 per child. An out-of-district student is any student who currently resides outside the School District of Manawa. If a student, (ex: grandchild), is staying with a district resident this summer 2020, the in-district requirements are met.

**Q: Will transportation be available for students to get to & from summer school?**

**A:** *YES...* The school district will be offering transportation to and from summer school. Designated pick-up points, drop-off points, and times will be established for surrounding communities. Parents will be responsible for making sure students are at those locations at the scheduled times in order to accommodate the summer school schedule. **Please note, after the initial registration, it will be decided if numbers are adequate to offer this service. Locations and times will be sent out after registration.**

## **FREQUENTLY ASKED QUESTIONS – p.2**

**Q: What are the attendance procedures and policies?**

**A:** All students enrolled are asked to attend summer school on a regular basis. Emergencies and illness should be the reason for absences. If you are aware of a scheduled absence IN ADVANCE, please notify the Summer School Aide, Julie Peterson or Mary Eck, Summer School Coordinators @ 920-596-5735, or 920-596- 5804. In the event of an emergency or illness and neither Julie, or Mary can be reached, please call the Manawa Elementary Office @ 596-5700. Please notify us of the situation at least by 9:00 a.m. daily if at all possible.

**Q: Does my student need to bring school supplies?**

**A:** Most supplies will be furnished by the School District of Manawa. In the event special supplies are needed or there are additional fees, it will be noted in the description of the coursework. Students should **NOT** bring items such as CD players, video games, etc. to summer school.

**Q: What should my student wear to summer school/is there a dress code?**

**A:** We understand that the weather will likely be warm in June and July; therefore we expect that our students come to summer school dressed casually and comfortably. However, all students are required to dress per school district dress code. Students will be required to wear shoes at all times. Hats will not be allowed inside the buildings, but may be worn for outside activities. Please note that some courses and, or activities may require students to dress in a particular fashion. You will be notified in advance if this applies (i.e. – Outdoor Adventure in the woods, swimming, etc.).

**Q: Is there a student code of conduct? Can my student be removed from summer school?**

**A:** YES ...the same rules and regulations regarding student conduct for the regular school year will apply for summer school as well. Students who misbehave will be disciplined in a reasonable manner and parents will be notified. Students who cause excessive disciplinary problems may not be invited back to summer school in extreme circumstances. Refunds will not be granted in these circumstances.

**Q: Will the Sturm Public Library Summer Reading Program be affiliated with summer school?**

**A:** YES...as in the past students will visit the library, be introduced to the summer programming and partake in program presentations. For more information contact: Ellen Connor, Sturm Public Library 920-596-2252.

# **SWIMMING PROGRAM**

*IOLA-SCANDINAVIA FITNESS & AQUATIC CENTER*

&

The Manawa Summer School Program

**PLEASE NOTE: SWIMMING INSTRUCTION STARTS ONE WEEK LATER DUE TO THE AVAILABILITY OF THE SWIMMING INSTRUCTORS. NO REGULAR SUMMER SCHOOL THE LAST WEEK OF SWIMMING.**

**SWIMMING SESSION:** June 8th-June 24th, 2020, Monday & Wednesday, Six day lesson schedule.

**BUSSING:** There will be central pickup points at specific community locations. Approximate times will be established so students will be able to take lessons at the pool from 8:00 A.M. – 8:45 A.M. during any of the sessions.

A qualified teacher will accompany the students to the pool. Certified swimming instructors hired by the Iola Aquatic Center will provide the instruction. Students will still be able to return to the Manawa Elementary School for the remainder of their Summer School Programming on lesson days. **Reminder, during the last week of swimming there will be no summer school and parents will be responsible for transportation from pickup and drop off points.**

Please keep in mind, adequate participation will still determine course offering. There will be no cost for the swimming instruction and transportation. The school district will recover the cost through state aid membership participation. **We will however require a student who signs up for instruction to attend all the sessions.** An Iola Fitness and Aquatic form and parental signatures must be filled out before or on the day of registration. Schedule of pickup times and return times are below.

**Option 1** Students will be picked up at a central location at the listed approximate times. **Parents are required** to provide transportation to the pick-up site. Students will be returned to the central location and it is the **responsibility of the parent/guardian** to pick them up in a timely fashion. Please arrive a little earlier to make sure we keep our schedule as planned.

<b><u>Pickup Time</u></b>		<b><u>Return Time</u></b>	
Royalton	7:00 a.m.	Congregational Church	9:50 a.m.
Manawa	7:10 a.m.	Elementary School	9:40 a.m.
Symco	7:25 a.m.	St. Mark's	9:25 a.m.
Ogdensburg	7:45 a.m.	First Lutheran Church	9:10 a.m.

**All times listed are approximate.**

Pool Arrival Time: 7:55 a.m.      Departure Time: 9:00 a.m.

**Option 2** Students will be picked up at a central location at the listed times. Parents are required to provide transportation to the pick-up site. **Students may choose to get off at the**

**Manawa Elementary School and continue with other Summer School options.** It would then be the parent/guardian responsibility to pick up their children from school after their course choices.

**Session 1: Summer Adventure - June 1-19, 2020**

**LOCATION:** MES = Manawa Elementary School

7:00-8:00 a.m.	8:00-9:00 a.m.	9:00-10:00 a.m.	10:00-11:00 a.m.	11:00a.m.-12:00 p.m.
	4K Intro MES	4K Intro MES	4K Intro MES	4K Intro MES
	Next Stop K MES	Next Stop K MES	Next Stop K MES	Next Stop K MES
	Summer Camp 1-2 MES	Summer Camp 1-2 MES	Mad Scientist 3-5 MES	Mad Scientist 1-2 MES
	Sports 5-7 MES	Reading 1-2 MES	Math 1-2 MES	Skills through Games 1-2 MES
	Computers 1-2 MES	Math 3-4 MES	Computers 3-4 MES	Math Logic 5-7 MES
	Reading 3-6 MES	Sports 3-4 MES	Tumbling/Dance 4-6 MES	Maker's Space Mania 5-7 MES
	Arts & Crafts 1-3 MES	Arts & Crafts 4-8 MES		
	Harry Potter Wizard World 4-6 MES	Harry Potter Wizard World 4-6 MES	Basketry 3-8 MES	Basketry 3-8 MES
	Cooking 5-7 MES	Cooking 5-7 MES	Outdoor Explore 4-9 MES	Outdoor Explore 4-9 MES

**Hunter Safety:** Monday-Saturday August 3-9, 2020, 8:00-11:00 a.m. August 10, 2020 9:00-12:00 noon.  
(NO Friday class – Saturday shoot) MES

**YQCA (Youth for the Quality Care of Animals) Saturday, June 6th at 10 a.m- noon.**  
MES: Grades 4-12 @ MES 1 day (Participants can earn points for market animal sale at fair.)

**Archery Camp:** June 8th 2020 1:00-3:00p.m. MES Grades 5-8

**Swimming:** June 8, 10, 15,17,22,24, 2020 Six sessions, Monday/Wednesdays



## COURSE DESCRIPTIONS & GRADE LEVELS

### **Four Year Old Kindergarten Introduction**

**15 days 4hours/day**

Is your child eligible for 4 year old kindergarten in the school year 2018? (Must be four years old by September 1, 2020) This class will be a fun introduction to the 4K environment. Students will have stories, songs, art, games, music, movement, and lots of play! This will be a fun way to introduce your child to our 4K program.

### **Next Stop- Kindergarten (Students entering 5 year old Kindergarten)**

**15 days 4 hours/day**

Students will acquire skills for a successful Kindergarten experience. Colors, shapes, alphabet, and counting will be promoted using play, music, stories, movement, manipulatives, and fun!

### **Summer Camp Adventures Grades 1 & 2 (kids that have finished K &1)**

**15 days 2 hours/day**

Each summer camp week would have a different theme.

#### **Week 1 All about Agriculture**

Children will learn about the wonderful world of agriculture - and how food comes to the grocery store and to the family table. Activities will include planting a container garden using milk jugs, learning about farm animals and crops, making things to eat from dairy products...

#### **Week 2 Summer Camp Fun**

Children would be involved in true summer camping activities. Survival skills for kids, making a shelter, camp songs, walking on the nature trail, identifying trees and plants, arts and crafts.

#### **Week 3 Cooking Up a Good Book**

Using children's stories children would learn early cooking skills, health and nutrition skills math and reading skills to create an edible product.

### **Learning to Game the "Old Fashioned" Way Grades 1-2**

**15 days 1hour/day**

Children will learn to play games -not electronic games.

We will play outside games when the weather permits. We will be playing cards and boards games while learning sportsmanship and problem solving skills.

### **Reading Bookmaking**

**Grades 1-2 3-6**

**15 days 1 hour/day**

Students will use fun hands-on experiences in Reading. These exciting activities will increase literacy through the use of books, games, and problem solving activities. This class is designed to reinforce skills in reading comprehension strategies, decoding skills, and vocabulary skills through both remedial and enrichment activities. Use personal experiences and your imagination to create exciting books. We will make two and three dimensional books that will offer students a variety of learning experiences with computer applications. This book making class will incorporate writing and journaling students create works that will be unique to each individual. Folding, cutting, recycling and working together are just the beginning.....

**The Wonderful Wizarding World of Harry Potter    Grades 4-6    15 days    2 Hours/day**

Have you been waiting impatiently for your letter from Hogwarts? Then here is your chance to join us in the magical world of Harry Potter! This summer we'll be diving into the 4th book in the Harry Potter series, Harry Potter and the Goblet of Fire. Participants will be sorted into their Hogwarts house and then participate in different Triwizard Tournament tasks with their housemates. We will celebrate the Quidditch World Cup, learn about the beasts that roam the Forbidden Forest, and make delicious treats that may be found at the Yule Ball. Participants need to have a solid background in the first 3 books of the Harry Potter series and must be willing to read, outside of class, as the 4th book is quite lengthy. Reading at home will be required so we can spend our class time doing amazing activities. Come explore your inner wizard/witch and jump into the Wonderful Wizarding World of Harry Potter!

**Math Exploration                      Grades 1-2    3-4                                      15 days                      1 hour/day**

Students will experience hands on creative problem solving activities as well as basic mathematical computation as they work through a variety of mathematical concepts. Games and puzzles will also reinforce mathematical skills as well as provide challenging math concepts.

**Math Logic and Problem Solving    Grades 5-7                                      15 Days                      1 hour/day**

This fun filled course will be filled with challenging logic puzzles, story problems, number problems, word problems, and the learning strategies to solve such problems. Class will include team and individual challenges, paper and computer challenges.

**Makerspace Mania                                      Grades 5-7                                      15 days1 hour/day**

Does innovation, creativity and problem solving make you excited to learn? If so, Makerspace Mania is the class for you! In this class students will be given a task/challenge and then, using the equipment and supplies found in our Makerspace, brainstorm solutions, make a plan of attack, and then create a project to meet the challenge that had been set before them. Students will be encouraged to "think outside the box," work together and use their science, math, and innovative skills to create in the Makerspace. Can students build a house that the Big Bad Wolf can't blow down? Create a variety of instruments from the supplies provided so that their group can play a simple song? Challenges like these, and many more, will be explored in this hands-on, project-based class.

**Mad Summer Scientist                                      Grades 1-2, 3-5                                      15 days                      1 hour/day**

Become a mad Scientist this summer!! Learn about magic and the mystery of science through literacy while still having fun doing experiments. Make ice cream in a plastic bag. Make your own lava lamp without a light. As a class we will do research, form hypothesis and perform experiments to answer these questions and many more.



**Life Sports-Maximizing Human Potential** (Schedules & registration forms will be available in school offices)  
These programs are for students who are interested in acquiring volleyball, basketball, football, and wrestling fitness skills. Students will be actively engaged through conditioning techniques sports basics, and team leadership practices.

**SPORT      Dates, Time and Locations will be listed on the registration forms.**

Volleyball      2020 Dates will be determined

K-6<sup>th</sup> grade – 10:30 a.m. to 12 p.m.

7<sup>th</sup>-8<sup>th</sup> grade – 12:30 p.m. to 2 p.m.

9<sup>th</sup> -12<sup>th</sup> grade – 2 p.m. to 3:30 p.m.

Basketball (Girls)                                  June 1-5, 2020                          Manawa Elementary School

Football                                  Grades 2-12                          June 22-26, 2020                          Manawa Football Field

Wrestling                                  Grades K-12                          June 1-4, 2020                          Manawa Elementary School

**Please Note: Separate registration forms in the packet, if not, all registration forms will be available in the school offices as they become available.**

**MARCHING BAND                                  Grades 5-12**

**June 29- July 2 Rodeo Camp**

10-11 a.m. Color Guard/Drumline

11 a.m.-1 p.m. All

**July 29-31 5th Grade Beginning Band**

10 a.m.-3 p.m. (45 minute chunks by instrument)

**August 12-16 HS Marching Camp**

12 p.m.-4 p.m. All

Students will have an introduction to various instruments and the art of a band performance.

**YQCA (Youth for the Quality Care of Animals) Saturday, June 6th at 10 a.m- noon.**

**MES: Grades 4-12 @ MES                          1 day** (Participants can earn points for market animal sale at fair.)

**Department of Natural Resources Archery Camp June 8, 2020 1:00-3:00 p.m. MES**

**Grades 5-8**

Class will cover beginner to intermediate archery levels using the National Archery in the Schools Program (NASP). All equipment and teaching materials will be provided.

**Department of Natural Resources - Hunter Safety    August 3-6, 2020 800-11:00 a.m. & August. 8<sup>th</sup>, 2020 9:00 a.m.-12:00 p.m. 3hrs /day**  
(Recommended Age 12 by hunting season to adult)

This Hunter's Education course will instill in students the knowledge, skill and attitude to be a responsible and safe hunter. Students will learn how hunting accidents are caused and how they can be prevented. Hunter responsibility and safety are stressed throughout the classes, which consist of lectures, demonstrations, group discussions, practical exercises, and individual study and activity assignments. This course will be taught by DNR certified instructors. This course will cover state hunter safety requirements and is a requirement for hunting license purchasing. Certification will be issued after the satisfactory completion of this course.

**Fee: \$10.00 (collected first day of class).** Students younger than 12 may take the class. Those that meet the course requirements will receive a safety education completion certificate. However, it should be noted that persons younger than 12 may lose some of the benefits of the certification (small game hunting privilege, authorization to shoot an antler-less deer during the first gun deer season after graduation) if they take the class sooner than age 12. The DNR encourages people to wait until they turn 12 within 6 months of completion of the course before taking it.

## REGISTRATION FORM

STUDENT NAME \_\_\_\_\_ GRADE FALL 2020 \_\_\_\_\_ BIRTHDATE \_\_\_/\_\_\_/\_\_\_

PARENT/GUARDIAN NAMES \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

**SCHOOL ATTENDED 2018-2019:**

\_\_\_ MANAWA ELEMENTARY \_\_\_ LITTLE WOLF JR/SR HIGH \_\_\_ ST. PAUL'S \_\_\_ OTHER: \_\_\_\_\_

**CREATE YOUR JUNE SCHEDULE**

Mon-Fri June 1 <sup>ST</sup> -19th	8AM-9AM	9AM-10AM	10AM-11AM	11AM-12PM
<b>1<sup>ST</sup> CHOICE</b>				
<b>ALTERNATE (Required)</b>				

CLASS FEES DUE: \_\_\_ NO \_\_\_ YES-\$ \_\_\_\_\_ PAID: Cash \_\_\_ Check # \_\_\_\_\_ OWES \_\_\_

**TRANSPORTATION TO SUMMER SCHOOL:**

\_\_\_ PARENT/FAMILY/FRIEND WILL DROP OFF

\_\_\_ BUS PICK UP: \_\_\_ LITTLE LAMBS \_\_\_ OGDENSBURG \_\_\_ SYMCO \_\_\_ ROYALTON

**TRANSPORTATION HOME FROM SUMMER SCHOOL:**

\_\_\_ PARENT/FAMILY/FRIEND WILL PICK UP

\_\_\_ BUS DROP OFF: \_\_\_ LITTLE LAMBS \_\_\_ OGDENSBURG \_\_\_ SYMCO \_\_\_ ROYALTON

**SWIMMING**

\_\_\_ NO \_\_\_ YES: Swim Level: \_\_\_\_\_

Session June 8-24, 2020: Monday and Wednesday

PICK-UP AT: \_\_\_ MANAWA ELEMENTARY \_\_\_ LITTLE LAMBS \_\_\_ OGDENSBURG \_\_\_ SYMCO \_\_\_ ROYALTON

RETURN TO: \_\_\_ MANAWA ELEMENTARY \_\_\_ LITTLE LAMBS \_\_\_ OGDENSBURG \_\_\_ SYMCO \_\_\_ ROYALTON

**HUNTER SAFETY (August 3-8 8:00 a.m.-11:00 p.m. & August 10; 9:00 a.m.-12:00 p.m.)**

\_\_\_ NO \_\_\_ YES (FEE=\$10 collected on the first day of class)

**ARCHERY CAMP June 8, 2020 1:00- 3:00 p.m. Grades 5-8**

\_\_\_ NO \_\_\_ YES

**YQCA SEMINAR (June 6<sup>th</sup>, 10:00 a.m.-12:00 p.m.)**

\_\_\_ NO \_\_\_ YES

OTHER CLASS (ES): \_\_\_\_\_



## MEDICAL & EMERGENCY CONTACT INFORMATION

STUDENT'S NAME: Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

<b>Mother/Guardian</b> _____	<b>May we contact you at work?</b> Yes / No	
<b>Home Address:</b>		
_____	_____	_____
(Street Name & #)	(city)	(state)
<b>Home Phone #</b> _____	<b>Cell Phone #</b> _____	<b>Work Phone #</b> _____
<b>Work Address:</b>		
_____	_____	_____
(Street Name & #)	(city)	(state)

<b>Father/Guardian</b> _____	<b>May we contact you at work?</b> Yes / No	
<b>Home Address:</b>		
_____	_____	_____
(Street Name & #)	(city)	(state)
<b>Home Phone #</b> _____	<b>Cell Phone #</b> _____	<b>Work Phone #</b> _____
<b>Work Address:</b>		
_____	_____	_____
(Street Name & #)	(city)	(state)

If school cannot contact parent(s), name a friend or relative in the area who may be called for illness or emergency.

1<sup>st</sup> Choice: \_\_\_\_\_  
(name) (relationship) (phone)

2<sup>nd</sup> Choice: \_\_\_\_\_  
(name) (relationship) (phone)

Health Alert: \_\_\_ Asthma (carries inhaler) \_\_\_ Seizure Disorder \_\_\_ Diabetic \_\_\_ Other \_\_\_\_\_

Date of last Tetanus Shot \_\_\_\_\_ List any current medications: \_\_\_\_\_

Pre-existing medical conditions? \_\_\_\_\_ Allergies of any kind? \_\_\_\_\_

In the event of a medical emergency, during my absence, I hereby give consent for treatment, administration of anesthesia, and surgical intervention for my (son / daughter) \_\_\_\_\_ as deemed necessary by the attending physician. This consent is extended to the physician, nursing staff, and hospital and will remain in effect until revoked in writing by the undersigned. The parent's recommendation will be respected as far as possible. I understand that in the final disposition of an emergency, the judgment of school authorities will prevail. Anytime the above information changed, I will notify school.

Signature of Parent or Guardian \_\_\_\_\_

## **Sturm Memorial Library Summer Reading Program**

### **Events & Programming Schedule**

**The Sturm Memorial Library Summer Reading Program**

**June 10 – August 2, 2019**

#### **Special Programs:**

##### **Summer Reading Kick Off Featuring Stuart Stotts**

Tuesday June 11, 2019

2:30 p.m. at the Library (all ages)

A Wisconsin family favorite since 1986, author, storyteller, and songwriter Stuart Stotts puts on a show that one third-grade fan claims is “even better than recess. Quoted; His music is funny,

engaging, educational, and filled with meaning and positive messages.

##### **The ULTIMATE Game Show!**

Tuesday June 25, 2019

10:00 a.m. at Manawa Elementary School (all ages)

Dan Kirk will be the game show host and you might be the star of the show! The ULTIMATE Game Show combines games of skill with games of knowledge for ULTIMATE fun!

Who will be The ULTIMATE Winner? Will it be you?

##### **Rodeo Lunch Bunch**

Tuesday July 2, 2019

12:15 p.m. at the Library (ages 8+)

Sturm Memorial Library celebrates the Manawa Mid-Western Rodeo with its annual Rodeo Lunch with the Rodeo Queen and Princess. A picnic lunch will be served.

Free Ice Cream Sundaes



Friday July 5, 2019

11:00 – 12:30 p.m. at the Library (all ages)

Wisconsin Workers 4-H will serve some sweet treats.

### **A Universe of Art with Mary Tooley**

Tuesday July 9, 2019

2:00 – 4:00 p.m. at the Library (all ages)

Artist Mary Tooley is back with fresh ideas for projects guaranteed to spark your creativity. Drop in from 2 – 4 p.m.

### **NEW Zoo Zoomobile**

Wednesday July 24, 2019

2:30 p.m. at the Library (all ages)

The NEW Zoo is coming to you! The NEW Zoo's Zoomobile will bring live animals for you to learn about. Presentation is followed by opportunity for close-up looks and possibly even petting the animals.

### **Finale Picnic Featuring Bob Kann**

“An Outrageous Good Time”

Thursday August 1, 2019

11:00 a.m. at the Library (all ages)

Bob uses storytelling, juggling, magic, and everything but the kitchen sink to “make em’ laugh.” Stick around for the annual summer picnic serving up your favorite picnic foods including ice cream!

### **Library Programming:**

Preschool Palooza, Wednesdays at 10:30 a.m. – June 12, June 26, July 10 (ages 0-5)

Lunch Bunch, Tuesdays at 12:15 p.m. – June 18, July 2, July 16 (ages 8+)

Lego Lab Tuesdays at 3:15 p.m. - June 18, July 23 (ages 7+)





# **ADVENTURE**

# **2020**

# **Program Guide**

**The School District of Manawa Summer Enrichment Program**  
*In Partnership with the Sturm Memorial Library*



**June 1<sup>th</sup>-June 19<sup>th</sup>, 2020**

**Grades 7-12**

**REGISTRATION/SIGN-UP: Registration**

**Tuesday, April 7, 2020 3:30-6:00 p.m.**

**Wednesday, April 8, 2020 2:30-6:00 p.m.**

**Manawa Elementary School**

# **PROGRAM INFORMATION**

## **WHO:**

- Students entering grades 7-12

## **WHAT:**

- Remedial and credited courses that include history and Plato (grades 7-12)
- Enrichment courses: cooking, arts and crafts, outdoor adventures, dancing, fitness, musical, art, and more (grades 7-12)
- Skills courses: band, volleyball, wrestling, football, basketball, hunter safety, archery, and driver's education

## **WHEN:**

- Summer Adventures: June 1<sup>th</sup>-June 19<sup>th</sup> (Monday-Friday, 8a.m.-12 p.m.)
- Skills courses see specific course dates & times

## **WHERE:**

- **Programming will be held at the Manawa Elementary School.** Due to the building construction schedule and the safety of the students it was determined to offer the coursework at this location. In the event the location changes, parents will be notified.

## **WHY:**

*"Summer Adventure"* participants will find a number of interesting and exciting learning opportunities again this summer

- Remediation
- Fun
- Skill Development

## **HOW:**

- Complete registration and medical emergency form attached
- Bring completed form & fees to registration night:  
Tuesday, April 7, 2020 2:30 p.m.-6:30 p.m and Wednesday, April 8, 2020.  
3:30 p.m.-6:00 p.m.
  - MES Cafeteria

## **CONTACTS:**

- Kevin Keller [kkeller@manawaschools.org](mailto:kkeller@manawaschools.org)
- Mary Eck-920-596-5804 or [meck@manawaschools.org](mailto:meck@manawaschools.org)
- Manawa Elementary School Office – 920-596-5700
- Little Wolf Junior/Senior High Office – 920-596-5800

## **FREQUENTLY ASKED QUESTIONS – p.1**

**Q: What does a student's daily schedule look like?**

**A:** "Summer Adventure" Daily Schedule

Session 1	8:00-9:00 a.m.
Session 2	9:00-10:00 a.m.
Session 3	10:00-11:00 a.m.
Session 4	11:00 a.m.-12:00 p.m.

**Q: Who will be teaching the classes?**

**A:** Teaching staff will include the best possible *certified* teachers available. Teaching assistants will also be working for the program to assist our certified staff with daily activities.

**Q: What happens if my child selects a course that is filled?**

**A:** An alternative course will be assigned based on the child's grade level and interest. ***Please make sure an alternative course is listed to aid the scheduling process.***

**NOTE:** *Course enrollment will be on a first come, first served basis.* Some courses may be eliminated if there are an insufficient number of students enrolled, or if there are not qualified teachers available to teach them. Parents will be notified as soon as possible of any changes.

**Q: When will I know what my child's summer school schedule is?**

**A:** A copy of your child's schedule will be sent home at least two-weeks prior to the start of summer school.

**Q: Can my child who is entering 9<sup>th</sup> grade or is currently in High School enroll in Summer School?**

**A:** *Yes!* Students entering their freshman year or are currently enrolled in the High School can register for High School course offerings. This includes weight lifting/fitness and other core subject matter for those who need credit.

**Q: Can out-of-district children enroll in Summer Adventure?**

**A:** *YES...* There is a tuition fee of \$75.00 per child. An out-of-district student is any student who currently resides outside the School District of Manawa. If a student, (ex: grandchild), is staying with a district resident this summer 2020, the in-district requirements are met.

**Q: Will transportation be available for students to get to & from summer school?**

**A:** *YES...* The school district will be offering transportation to and from summer school. Designated pick-up points, drop-off points, and times will be established for surrounding communities. Parents will be responsible for making sure students are at those locations at the scheduled times in order to accommodate the summer school schedule. Please note, after the initial registration, it will be decided if numbers are adequate to offer this service. Locations and times will be sent out after registration.

## **FREQUENTLY ASKED QUESTIONS – p.2**

**Q: What are the attendance procedures and policies?**

**A:** All students enrolled are asked to attend summer school on a regular basis. Emergencies and illness should be the reason for absences. If you are aware of a scheduled absence IN ADVANCE, please notify the Summer School Aide Shelley Keller or Kevin Keller, Mary Eck, Summer School Coordinators at 920-986-4001. In the event of an emergency or illness and neither Shelley, Kevin or Mary can be reached, please call the Little Wolf Jr./Sr. High School office @ 596-5801. Please notify us of the situation at least by 9:00 a.m. daily if at all possible.

**Q: Does my student need to bring school supplies?**

**A:** Most supplies will be furnished by the School District of Manawa. In the event special supplies are needed or there are additional fees, it will be noted in the description of the coursework. Students should **NOT** bring items such as CD players, video games, etc. to summer school.

**Q: What should my student wear to summer school/is there a dress code?**

**A:** We understand that the weather will likely be warm in June and July; therefore we expect that our students come to summer school dressed casually and comfortably. However, all students are required to dress per school district dress code. Students will be required to wear shoes at all times. Hats will not be allowed inside the buildings, but may be worn for outside activities. Please note that some courses and/or activities may require students to dress in a particular fashion. You will be notified in advance if this applies (i.e. – Outdoor Adventure in the woods, swimming, etc.).

**Q: Is there a student code of conduct? Can my student be removed from summer school?**

**A:** YES ...the same rules and regulations regarding student conduct for the regular school year will apply for summer school as well. Students who misbehave will be disciplined in a reasonable manner and parents will be notified. Students who cause excessive disciplinary problems may not be invited back to summer school in extreme circumstances. Refunds will not be granted in these circumstances.

**Q: Will the Sturm Public Library Summer Reading Program be affiliated with summer school?**

**A:** YES...as in the past students will visit the library, be introduced to the summer programming and partake in program presentations. For more information contact: Ellen Connor, Sturm Public Library 920-596-2252.

**Session 1: Summer Adventure - June 1-19, 2020**

**LOCATION:** Manawa Elementary School

7:00-8:00 a.m.	8:00-9:00 a.m.	9:00-10:00 a.m.	10:00-11:00 a.m.	11:00-12:00 p.m.
Weightlifting 7 <sup>th</sup> -12 <sup>th</sup> MES	Weightlifting 7 <sup>th</sup> -12 <sup>th</sup> MES	Weightlifting 9 <sup>th</sup> -12 <sup>th</sup> ONLY! MES		
				Math Logic 5-7 MES
			Basketry 3-8 MES	Basketry 3-8 MES
	World War II Inside Story 9-12 MES	World War II Inside Story 9-12 MES	American Sports History 9-12 MES	American Sports History 9-12 MES
	Cooking 5-7 MES	Cooking 5-7 MES	Outdoor Explore 4-9 MES	Outdoor Explore 4-9 MES
	Health 9-12 MES	Health 9-12 MES	Art 9-12 MES	Art 9-12 MES
		Art 4-8 MES		Maker's Space Mania 5-7 MES
	Stress Busters for MS Students 6-8 MES	Stress Busters for MS Students 6-8 MES	Stress Busters for HS Students 9-12 MES	Stress Busters for HS Students 9-12 MES
	Plato 9-12 Credit Recovery MES	Plato 9-12 Credit Recovery MES	Plato 9-12 Credit Recovery MES	Plato 9-12 Credit Recovery MES
<b>Classes Dates: June 8-26, 2020</b>	Drivers Ed I MES	Drivers Ed I MES	Drivers Ed II MES	Drivers Ed II MES

**Hunter Safety:** Monday-Saturday August 3-6, 2020, 8:00-11:00 a.m. August 8, 2020 9:00-12:00 noon.  
(NO Friday class – Saturday shoot) MES

**YQCA (Youth for the Quality Care of Animals) Saturday, June 6th at 10 a.m- noon.**

**MES: Grades 4-12 @ MES 1 day** (Participants can earn points for market animal sale at fair.)

**Archery Camp: June 8, 2020 1:00-3:00 p.m. Grades 5-8 MES**

**Welcome to High School** (St. Paul's and new high schoolers) Dates & times TBD

**Transition to Middle School** (Students entering 6th and 7th grade) Dates & times TBD

### **COURSE DESCRIPTIONS & GRADE LEVELS**

**Stress Busters for HS Students                      Grades 9-12                      15 Days                      2 hours/day**

\*Do you experience stress during school? The answer is probably yes. Come learn about how to effectively manage your stress. We will be learning and practicing many different coping skills designed to manage our stress including journaling, art, meditation, yoga, conflict resolution skills, healthy eating and more!

**Stress Busters for MS Students                      Grades 6-8                      15 Days                      2 hours/day**

\*Do you experience stress during school? The answer is probably yes. Come learn about how to effectively manage your stress. We will be learning and practicing many different coping skills designed to manage our stress including journaling, art, meditation, yoga, conflict resolution skills, healthy eating and more!

**Math Logic and Problem Solving                      Grades 5-8                      15 Days                      1 hour/day**

This fun filled course will be filled with challenging logic puzzles, story problems, number problems, word problems, and the learning strategies to solve such problems. Class will include team and individual challenges, paper and computer challenges.

**Discovering History                      Grades 9-12 ½ credit                      15 days                      2 hours/day**

**World War II                      8:00-10:00 a.m.**

This course will cover the causes, events, and lasting effects of World War II on the world. We will look at military, political, and social events connected to the war. Activities will include class discussion and presentations, film and document analysis. Heavy emphasis will be placed on the analysis of information and class participation. The student will earn ½ credit for the work when completed.

**History of American Sports                      10:00- noon**

This course will consider the development and significance of sports (professional and amateur) throughout American history. This will include studying the issues of race/gender and the





**Plato****Grades 9-12****4 hours/day 8:00-12:00 p.m.**

These courses will be designed to assist students in passing competencies that they are deficient in. Individual programs will be designed to meet the needs of selected students. Courses will be determined by the availability of instructors. If you have questions please contact the High School Counselor at 596- 5803.

**Welcome to High School** (St. Paul's and new high schoolers)

\*Come learn about your chromebooks, lockers and how to navigate your schedule

\*This class will be two hours, during the week of AUGUST 31, Time TBD. Please register your student for this class with a current phone number so you can be contacted with more specifics pending construction updates!

**Transition to Middle School** (Students entering 6th and 7th grade)

\*Come spend time opening your locker and finding your classes in your schedule. This class will be 2 hours and will be offered multiple times the week of AUGUST 31, including evening sessions. Please register your student for this class with a current phone number so you can be contacted with more specifics pending construction updates!

**Weightlifting/Fitness****Grades 7-12****20 days**

Students will work on an individual program to enhance their physical strength and general fitness. Program will combine weight training, anaerobic and aerobic skills and flexibility training. Proper form and technique will be taught. Health and permission forms will be required.

**GRADES 7-12:** 1 hour session 7:00 to 8:00 a.m. & 1 hour session 8:00 to 9:00 a.m.

**GRADES 9-12:** 1 hour session 9:00 – 10:00 a.m

**Driver's Education****High School Students****15 days****2 hours/day**

Students will be participating in the classroom portion required to obtain a driver's license. There will be a **mandatory attendance requirement – NO exceptions**. Thirty hours of instruction are required by the Department of Transportation. Section information and times will be available in the High School office. **Students must be 15 by October 1, 202**

**Life Sports-Maximizing Human Potential** (Schedules & registration forms will be available in school offices)

These programs are for students who are interested in acquiring volleyball, basketball, football, and wrestling fitness skills. Students will be actively engaged through conditioning techniques sports basics, and team leadership practices.

**SPORT** Dates, Time and Locations will be listed on the registration forms.**Volleyball**

TBD

Manawa Elementary School

K-6<sup>th</sup> grade – 10:30 a.m to 12 p.m.7<sup>th</sup>-8<sup>th</sup> grade – 12:30 p.m. to 2p.m.9<sup>th</sup> -12<sup>th</sup> grade – 2p.m. to 3:30 p.m.**Basketball (Girls)**

Grades 3-6 12:15-1:30 p.m.

June 1-5, 2020

Manawa Elementary School

Grades 7-9	1:30-3:00 P.M.	June 1-5, 2020	Manawa Elementary School
Football	Grades 2-12	June 22-26, 2020	Manawa Football Field
Wrestling	Grades K-12	June 1-4, 2020	Manawa Elementary School

**Please Note: Separate registration forms in the packet, if not, all registration forms will be available in the school offices as they become available.**

## **MARCHING BAND**

**June 12** Mackinac Marching Camp  
11:00 a.m.- 1:00 p.m.

**July 2** Rodeo Camp  
11:00 a.m.-1:00 p.m.

**July 27-29** 5th Grade Beginning Band  
9:00 a.m.-3:00 p.m. (45 minute chunks by instrument)

**August 24-28** HS Marching Camp  
Times to be determined

Students will have an introduction to various instruments and the art of a band performance.

**Department of Natural Resources Archery Camp      June 8, 2020 1:00- 3:00 p.m. MES**  
**Grades 5-8**

Class will cover beginner to intermediate archery levels using the National Archery in the Schools Program (NASP). All equipment and teaching materials will be provided.

**YQCA (Youth for the Quality Care of Animals) Saturday, June 6th at 10 a.m- noon.**

**MES: Grades 4-12 @ MES      1 day** (Participants can earn points for market animal sale at fair.)

**Department of Natural Resources - Hunter Safety      August 3-8, 2020 800-11:00 a.m. &**  
**August. 8<sup>th</sup>, 2020 9:00 a.m.-12:00 p.m. 3hrs /day**  
(Recommended Age 12 by hunting season to adult)

This Hunter's Education course will instill in students the knowledge, skill and attitude to be a responsible and safe hunter. Students will learn how hunting accidents are caused and how they can be prevented. Hunter responsibility and safety are stressed throughout the classes, which consist of lectures, demonstrations, group discussions, practical exercises, and individual study and activity assignments. This course will be taught by DNR certified instructors. This course will cover state hunter safety requirements and is a requirement for hunting license purchasing. Certification will be issued after the satisfactory completion of this course.

**Fee: \$10.00 (collected first day of class).** Students younger than 12 may take the class. Those that meet the course requirements will receive a safety education completion certificate. However, it should be noted that persons younger than 12 may lose some of the benefits of the certification (small game hunting privilege, authorization to shoot an antler-less deer during the first gun deer season after graduation) if they take the class sooner than age 12. The DNR encourages people to wait until they turn 12 within 6 months of completion of the course before taking it.

**REGISTRATION FORM**

STUDENT NAME \_\_\_\_\_ GRADE FALL 2020 \_\_\_\_ BIRTHDATE \_\_/\_\_/\_\_

PARENT/GUARDIAN NAMES \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

**SCHOOL ATTENDED 2019-2020:**

\_\_MANAWA ELEMENTARY \_\_LITTLE WOLF JR/SR HIGH \_\_ST. PAUL'S \_\_OTHER: \_\_\_\_\_

**CREATE YOUR JUNE SCHEDULE**

Mon-Fri June 12 <sup>th</sup> -30 <sup>th</sup>	8AM-9AM	9AM-10AM	10AM-11AM	11AM-12PM
1 <sup>ST</sup> CHOICE				
<b>ALTERNATE (Required)</b>				

CLASS FEES DUE: \_\_NO \_\_YES-\$\_\_\_\_\_ PAID: Cash\_\_ Check #\_\_\_\_\_ OWES\_\_

**TRANSPORTATION TO SUMMER SCHOOL:**

\_\_ PARENT/FAMILY/FRIEND WILL DROP OFF

\_\_BUS PICK UP: \_\_LITTLE LAMBS \_\_OGDENSBURG \_\_SYMCO \_\_ROYALTON

**TRANSPORTATION HOME FROM SUMMER SCHOOL:**

\_\_ PARENT/FAMILY/FRIEND WILL PICK UP

\_\_BUS DROP OFF: \_\_LITTLE LAMBS \_\_OGDENSBURG \_\_SYMCO \_\_ROYALTON

**HUNTER SAFETY (August 3-7, 2020 800-1100 a.m. & August 8<sup>th</sup>, 9a.m.-12 p.m.)**

\_\_NO \_\_YES (FEE=\$10 collected on the first day of class)

**ARCHERY CAMP June 8, 2020 1:00- 3:00 p.m. Grades 5-8**

\_\_NO \_\_YES

**YQCA (Youth for the Quality Care of Animals) Saturday, June 6th at 10 a.m- noon. Grades 4-12  
1 day (Participants can earn points for market animal sale at fair.)**

\_\_NO \_\_YES

**TRANSITIONING TO MIDDLE SCHOOL**

Grade 6-7 Dates/Times determined by construction schedule.

\_\_NO \_\_YES

**NEW FRESHMAN ORIENTATION** (St. Paul's Students encouraged to attend) Dates/Times determined by construction schedule.

\_\_\_ No \_\_\_ YES \_\_\_



## MEDICAL & EMERGENCY CONTACT INFORMATION

**STUDENT'S NAME:** Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

**Mother/Guardian** \_\_\_\_\_ **May we contact you at work?** Yes / No

**Home Address:**

\_\_\_\_\_  
(Street Name & #) (city) (state)

**Home Phone #** \_\_\_\_\_ **Cell Phone #** \_\_\_\_\_ **Work Phone #** \_\_\_\_\_

**Work Address:**

\_\_\_\_\_  
(Street Name & #) (city) (state)

**Father/Guardian** \_\_\_\_\_ **May we contact you at work?** Yes / No

**Home Address:**

\_\_\_\_\_  
(Street Name & #) (city) (state)

**Home Phone #** \_\_\_\_\_ **Cell Phone #** \_\_\_\_\_ **Work Phone #** \_\_\_\_\_

**Work Address:**

\_\_\_\_\_  
(Street Name & #) (city) (state)

**If school cannot contact parent(s), name a friend or relative in the area who may be called for illness or emergency.**

**1<sup>st</sup> Choice:** \_\_\_\_\_  
(name) (relationship) (phone)

**2<sup>nd</sup> Choice:** \_\_\_\_\_  
(name) (relationship) (phone)

**Health Alert:** \_\_\_ Asthma (carries inhaler) \_\_\_ Seizure Disorder \_\_\_ Diabetic \_\_\_ Other \_\_\_\_\_

**Date of last Tetanus Shot** \_\_\_ **List any current medications:** \_\_\_\_\_

**Pre-existing medical conditions?** \_\_\_\_\_ **Allergies of any kind?** \_\_\_\_\_

In the event of a medical emergency, during my absence, I hereby give consent for treatment, administration of anesthesia, and surgical intervention for my (son / daughter) \_\_\_\_\_ as deemed necessary by the attending physician. This consent is extended to the physician, nursing staff, and hospital and will remain in effect until revoked in writing by the undersigned. The parent's recommendation will be respected as far as possible. I understand that in the final disposition of an emergency, the judgment of school authorities will prevail. Anytime the above information changed, I will notify school.

**Signature of Parent or Guardian** \_\_\_\_\_



March 2, 2020

MEMO: Dr. Oppor

FROM: Janine Connolly, School Counselor

Start College Now Applications: Fall 2020-2021

2020-2021 Juniors

Ethan Tellock: Principles of Financial Accounting (UWGB) (3 credits).  
AP Calculus BC (Wisconsin Virtual School) (HS Credits)





# School District of Manawa

*"Students Choosing to Excel, Realizing Their Strengths"*

800 Beech Street | Manawa, WI 54949 | (920) 596-2525

District Fax (920) 596-5308 | Elementary Fax (920) 596-5339 | Jr./Sr. High Fax (920) 596-2655

---

March 2, 2020

To Members of the Board of Education:

The following is the listing of the students that have requested Start College Now (f/k/a Youth Options) Applications for the fall semester of 2020-2021 for the following courses:

UW Green Bay online

1 Student Principles of Financial Accounting 3 credits

Wisconsin Virtual School

1 Student Calculus BC HS credit

Respectfully submitted,

Janine Connolly  
Little Wolf JR/SR High

Attachments

www.manawaschools.org

---

**Dr. Melanie J. Oppor**

District Administrator  
mopper@manawaschools.org  
(920) 596-2525

**Daniel J. Wolfgram**

Jr./Sr. High School Principal  
dwolfgram@manawaschools.org  
(920) 596-5800

**Michelle Pukita**

Elementary Principal  
mpukita@manawaschools.org  
(920) 596-5700

**Carmen O'Brien**

Business Manager  
cobrien@manawaschools.org  
(920) 596-5332

**Danielle Brauer**

Curriculum/Special Ed. Dir.  
dbrauer@manawaschools.org  
(920) 596-5301



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of DEFINITIONS
Code	po0100
Status	
Adopted	April 25, 2016
Last Revised	December 18, 2017

## 0100 - **DEFINITIONS**

The bylaws of the Board of Education of this District incorporate quotations from the laws and administrative code of the State of Wisconsin. Such quotations may be substantively altered only by appropriate legislative, judicial, or administrative action.

Whenever the following items are used in these bylaws, policies, and administrative guidelines, they shall have the meaning set forth below:

### **Administrative Guideline**

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation. The District previously referred to administrative guidelines as rules.

### **Agreement**

A collectively negotiated contract with a recognized bargaining unit.

### **Apps and Services**

Apps and services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined in Bylaw 0100, above) over a network, or client-server applications in which the user interface runs in a web browser. Apps and services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and services also are used to facilitate communication to, from and among and between, staff, students, and parents, [Board members, and/or other stakeholders and members of the community.](#)

### **Board**

The Board of Education also commonly referred to as the School Board.

### **Bylaw**

Rule of the Board for its own governance.

### **Clerk**

The chief clerk of the Board. (See Bylaw 0170)

### **District**

The School District.

### **District Administrator**

The ~~administrative head~~~~chief executive officer~~ of the School District of Manawa. In policy, capitalization of the term District Administrator, implies delegation of responsibilities to appropriate staff members.

### **Due Process**

Procedural due process requires prior knowledge (a posted discipline code), notice of offense (accusation), and the opportunity to respond. Specific due process requirements are dependent upon the circumstances and may vary depending on such circumstances.

### **Full Board**

Authorized number of voting members entitled by law to govern the District. The full Board is the total number of Board members authorized by law regardless of the number of current sitting members.

### **Information Resources**

The Board defines information resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

### **Law Enforcement Officer(s) or Agencies**

These terms include any local, State, or Federal law enforcement agency of competent jurisdiction and its officers acting within their legal authority.

### **Legal Custodian of Records**

**The School District will designate one (1) District Records Custodian (DRC) to be the legal custodian of records for the District. The DRC shall keep and preserve the public records of the District and is granted authority to render a decision and carry out duties related to those public records.**

### **May**

This word is used when an action by the Board or its designee is permitted but not required.

### **Medical Advisor**

The School District is required to appoint a medical advisor. The medical advisor shall be a licensed physician and will participate in the annual review of the District emergency nursing services plan. The School District may also have the medical advisor fulfill other roles. (PI 8.01(g)(3))

### **Meeting**

Any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body. Wis. Stat. 19.82(2).

### **Parent**

The natural, adoptive, or surrogate parents or the party designated by the courts as the legal guardian or custodian of a student. Both parents will be considered to have equal rights unless a court of law decrees otherwise.

### **Personal Communication Devices**

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smartphones, and/or other web-enabled devices of any type.

### **Policy**

A general, written statement by the governing Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

### **President**

The chief executive officer of the Board of Education. (See Bylaw 0170)

### **Principal**

The educational leader and head administrator of one (1) or more District schools. In policy and administrative guidelines, implies authority to delegate responsibilities to appropriate members of his/her staff.

### **Professional Staff Member**

District employees that are either certified teachers employed in a position for which certification is a requirement of employment or administrative employees that are responsible for oversight or supervision of a component or components of the District's operation, or serve as assistants to such persons, regardless of whether they hold an administrative contract or are required to have administrator certification, but excluding the District Administrator/Superintendent.

### **Relative**

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household.

### **Shall**

This word is used when an action by the Board or its designee is required. (The word "will" or "must" also signifies a required action.)

### **Social Media**

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consists of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

### **Student**

A person who is officially enrolled in a school or program of the District.

### **Superintendent**

Sometimes the administrative head of the School District is referred to as Superintendent, but has the authority of the District Administrator by law. In policy, capitalization of the "S" in Superintendent implies delegation of responsibilities to appropriate staff members. As noted under District Administrator, locally some districts refer to the chief executive officer of the School District as Superintendent. In policy, capitalization of the "S" in Superintendent implies delegation of responsibilities to appropriate staff members.

### **Support Staff**

Any employee who provides support to the District's program and whose position does not require a professional certificate. This category includes special education paraprofessionals.

### **Technology Resources**

The Board defines technology resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, web-enabled devices, video and/or audio recording equipment, SLR and DSLR cameras, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

### **Treasurer**

The chief financial officer of the Board (See Bylaw 0170)

### **Vice-President**

The Vice-President of the Board. (See Bylaw 0170)

### **Voting**

A vote at a meeting of the Board. The law requires that Board members must be present in order to have their vote officially recorded in the Board minutes, and to be available for a roll call vote. A Board member's presence at a meeting includes his/her presence if attending by telephone or other manner of remote access, so long as such remote access is compliant with State law. No voting by Proxy

may be recorded or counted in an official vote of the Board. Remote access during quasi-judicial functions (e.g. termination hearings, expulsions) may be permitted after consultation with legal counsel.

Citations to Wisconsin statutes are shown by the Section Number (e.g., 120.11, Wis. Stats.). Citations to the Wisconsin Administrative Code are prefaced P.I. (e.g., P.I. 11). Citations to the United States Code are noted as U.S.C., Federal Register are noted as F.R., and the Code of Federal Regulations as C.F.R.

Revised 8/22/16

Revised 7/17/17

© Neola ~~2020~~<sup>17</sup>

Last Modified by Steve LaVallee on March 9, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of AUTHORITY  
Code po0121  
Status  
Adopted April 25, 2016

0121 - **AUTHORITY**

The supervision of this District shall be conducted by the Board ~~of Education, hereinafter sometimes referred to as the "Board"~~, which is constituted and ~~is~~ governed by the laws of the State of Wisconsin.

© Neola ~~2020~~**06**

Legal Chapters 118 and 120, Wis. Stats.

Last Modified by Steve LaVallee on March 9, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of VACANCIES
Code	po0142.5
Status	
Adopted	April 25, 2016
Last Revised	July 18, 2016

#### 0142.5 - **VACANCIES**

The office of a Board member shall become vacant immediately upon the occurrence of any one (1) of the following events:

- A. the death of the incumbent, or the incumbent's being found mentally incompetent by the proper court;
- B. the incumbent's resignation
- C. the incumbent's removal from office;
- D. the incumbent's conviction of a felony or imprisonment for one (1) or more years;
- E. the incumbent's election or appointment being declared void by a competent tribunal;
- F. the incumbent's neglect or failure to file the oath of office or to give or renew an official bond, if required
- G. the incumbent's ceasing to possess the legal qualifications for holding office;
- H. the incumbent moving his/her residence out of the District;
- I. the incumbent is absent from the territory of the District for a period of sixty (60) continuous days, unless such absence is due to active duty in the armed forces, in which case the vacancy shall be temporary for the remainder of the term or until the incumbent returns and files a notice of his/her intent to return to his/her unexpired term.

A vacancy shall be filled by the remaining members of the Board in accordance with 17.26, Wis. Stats.

#### **Filling a Board Vacancy**

Vacancies on the Board shall be filled by appointment made by the remaining Board members in accordance with State law and the guidelines in this policy.

Public notice of the Board vacancy shall be given by the District Administrator and shall include a deadline for filing letters of interest.

Any qualified elector of the District, and a resident of the apportioned geographical area when applicable, who is interested in filling the vacancy may submit a letter of interest to District Administrator or designee by the date specified in the vacancy notice. If one (1) or no letter of interest is received by the deadline, the deadline may be extended by a majority vote of the Board.

Candidates for a vacancy on the Board shall be considered at a properly noticed open meeting of the Board, unless there are exceptional reasons to consider the candidates in closed session. The Board may consider candidate(s) in a closed session only if the discussion involves financial, medical, social or personal histories or disciplinary data that, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the candidate(s).

A majority vote shall be required for all appointments to the Board. All votes shall be recorded, preserved and open to public inspection to the extent prescribed in Wis. Stat. Chapter 19. Secret ballots may only be used when Board members are electing officers. When

making the appointment, Board members should consider the candidate's residency in the appropriate zone and interest and devotion to public education.

Appointment by the Board to fill a vacancy shall be by a majority vote of the existing Board. If the vacancy is not filled within sixty (60) days of the date on which the vacancy first exists, the vacancy shall be filled by appointment of the Board President from among the applicants who completed the process noted above.

The appointee shall hold office until a successor is elected and takes office under Wis. Stats., 120.06(4). When a vacancy occurs in the office of a Board member who is in the last year of his/her term, or when a vacancy occurs after the spring election but on or before the last Tuesday in November in the office of a Board member who is not in the last year of his/her term, the successor shall be elected at the next spring election. When a vacancy occurs after the last Tuesday in November and on or before the date of the next spring election in the office of a Board member who is not in the last year of his/her term, the successor shall be elected at the 2nd following spring election. Elections to fill unexpired terms shall be held simultaneously with the elections for regular terms.

Any person upon being notified of his/her appointment shall be deemed to have accepted the appointment unless within five (5) days s/he files with the Clerk a written refusal to serve. Any newly appointed Board member shall, pending the filing of the oath of office, be seated on the Board and shall hold office until a successor is elected and takes office in accordance with State law.

Revised 7/18/16

© Neola ~~2020~~13

Legal 17.03 et seq., Wis. Stats

Last Modified by Steve LaVallee on March 12, 2020





Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of AUTHORITY OF INDIVIDUAL BOARD MEMBERS  
Code po0143  
Status  
Adopted April 25, 2016

0143 - **AUTHORITY AUTHORITY OF INDIVIDUAL BOARD MEMBERS**

Individual members of the Board do not possess the powers that reside in the Board itself. The Board speaks through its actions set forth through motions, resolutions, and other official actions taken at Board meetings and officially noted in the minutes and not through its individual members. An act of the Board shall not be valid unless approved at an official meeting by at least a majority vote of the members present or as otherwise may be required by law.

© Neola ~~2020~~<sup>13</sup>

Last Modified by Steve LaVallee on March 1, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of CONFLICT OF INTEREST  
Code po0144.3  
Status  
Adopted April 25, 2016  
Last Revised July 18, 2016

0144.3 - **CONFLICT OF INTEREST**

Board members shall perform their official duties in a manner free from conflict of interest pursuant to 19.59, Wis. Stats. To this end:

- A. no Board member shall use his/her position as a Board member to obtain financial gain for himself/herself, immediate family as defined in 19.42(7), Wis. Stats., or any organization with which s/he is associated;
- B. no Board member shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system and as a public officer;
- C. when a member of the Board determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon. In the event that the potential conflict involves a program or activity in whole or in part financed through Federal grant funds, the potential conflict of interest must be disclosed to the Federal granting agency consistent with the requirements of the particular granting agency.

Board members shall also perform their duties in a manner that does not violate criminal conflict of interest laws pursuant to 946.13, Wis. Stats., by having a private interest in a contract with the District in an amount that exceeds \$15,000 annually.

Revised 7/18/16

© Neola ~~2020~~13

Legal 19.42(7), Wis. Stats

Last Modified by Steve LaVallee on March 1, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of SPECIAL MEETINGS  
Code po0164.2  
Status  
Adopted April 25, 2016  
Last Revised November 19, 2018

0164.2 - **SPECIAL MEETINGS**

A special meeting of the Board shall be held upon the written request of any Board member provided there is compliance with the following notice provisions of State law.

Said notice shall state the date, time, place, and subject matter of such special meeting, as well as the name and address of the District. A notice of any special meeting shall be posted at least twenty-four (24) hours before said special meeting at the Board office and such other places as the Board may determine unless for good cause such notice is impossible or impracticable, but in no case may the notice be less than two (2) hours in advance of the meeting.

A copy of said notice shall be served upon each member of the Board by personal delivery to the member or his/her residence or by first-class mail, at least twenty-four (24) hours prior to the meeting. A special meeting may be held without prior notice if all Board members are present and consent or if each member consents in writing even if s/he does not attend, provided appropriate notice is provided as defined under Chapter 19.

The District Administrator and those administrators directed by the District Administrator shall attend all meetings, when feasible. Administrative participation shall be by professional counsel, guidance, and recommendation - as distinct from deliberation, debate, and voting of Board members.

Revised 6/19/17  
Revised 12/18/17

© Neola ~~2020~~<sup>18</sup>

Legal 19.84(3), Wis. Stats.  
120.11(2), Wis. Stats.  
120.43(2), Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of E-MAIL - PUBLIC RECORDS  
Code po0167.6  
Status  
Adopted April 25, 2016

#### 0167.6 - E-MAIL - PUBLIC RECORDS

There should be no expectation of privacy for any messages sent by e-mail. All messages sent or received by any member of the Board in the course of conducting the business of the Board, including e-mail addresses not supplied by the District, shall be provided to the ~~District's Records Custodian or the~~ District Administrator for preservation. Such records may be subject to disclosure under the Public Records Act.

The District Administrator ~~in consultation with the District Records Custodian~~ shall devise and develop procedures pertaining to e-mail communications and public records. The custodian shall do the following:

- A. develop procedures for collecting, archiving and cataloguing Board e-mail communications
- B. develop procedures for reproducing Board e-mail communications to comply with a request under the Public Records Act
- C. promptly disseminate the procedures for collecting, archiving, and cataloguing Board member e-mail communications to each Board member.

Board members are required to provide to the District Administrator ~~Records Custodian~~ all e-mail communications using the procedure developed by the District Administrator ~~and Records Custodian~~ without regard to whether the Board member believes the communication is subject to disclosure under the Public Records Act.

Prior to implementation of a procedure for collection of e-mail, all such communications of the Board members must be copied to the ~~Custodian or~~ District Administrator.

Board members shall utilize e-mail communication only as described in Bylaw 0167.5.

Each Board member as an elected official is independently required by law to comply with public records requests for e-mail communications, which involves District business. sent or received on the Board member's personal e-mail account.

© Neola ~~2020~~**12**

Last Modified by Steve LaVallee on March 9, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of USE OF PERSONAL COMMUNICATION DEVICES  
Code po0167.7 - TC  
Status  
Adopted April 25, 2016

#### 0167.7 - **USE OF PERSONAL COMMUNICATION DEVICES**

When performing their duties as a Board member, regardless of whether they are using personally-owned or Board-owned personal communication devices (PCDs), Board members use of PCDs shall be in accordance with the following policies and administrative guideline:

- A. Policy 7530.02 - Staff Use of Personal Communication Devices
- B. Policy 7542 - Access to District Technology Resources from Personally-Owned Personal Communication Devices
- C. Policy 7540.04 - Staff Network and Internet Acceptable Use and Safety
- D. AG 7540.04 - Staff Network and Internet Acceptable Use and Safety

For purposes of this Bylaw, PCDs shall be defined as set forth in [Board Bylaw 0100 - Definitions](#).~~the above identified policies.~~

© Neola ~~2020~~**12**

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of SCHOOL PERFORMANCE REPORT
Code	po0174.2
Status	
Adopted	April 25, 2016

#### 0174.2 - **SCHOOL PERFORMANCE REPORT**

The Board will also publish an annual school and School District performance report including all information prescribed by statute. By January 1<sup>st</sup> of each year, the Board shall notify the parents of each student enrolled in the District of the right to request a school and School District performance report. Parents shall be notified that the performance report will be provided to the parent electronically unless the parent requests a written copy of the report. By May 1st, the Board shall distribute copies of the report to those who have requested the report including students enrolled in charter schools located in the District, that have requested the report.

The School and School District Performance Report will be posted on the District's website.

© Neola 2020~~06~~

Legal 15.38, Wis. Stats.

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of STUDENT SUPERVISION AND WELFARE
Code	po1213
Status	
Adopted	October 17, 2016
Last Revised	July 22, 2019

### 1213 - **STUDENT SUPERVISION AND WELFARE**

Administrators are frequently confronted with situations which, if handled incorrectly, could result in liability to the District and personal liability to the administrator. It is the intent of the Board to direct the preparation of guidelines that would minimize that possibility.

An administrator who is found to have had sexual contact with any student shall be referred to the proper authorities and be subject to discipline up to and including discharge.

This section should not be construed as affecting any obligations on the part of staff to report suspected child abuse under Wis. Stats. 48.981 and Policy 8462.

Each District administrator shall maintain a standard of care for the supervision, control, and protection of students commensurate with his/her assigned duties and responsibilities which include, but are not limited to the following:

- A. An administrator shall report immediately any accident or safety hazard about which s/he is informed or detects to his/her supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.
- B. An administrator shall report unsafe, potentially harmful, dangerous, violent or criminal activities, or threat of these activities by students to the District Administrator and local public safety agencies and/or school officials in accordance with Policy 8420 - School Safety.
- C. An administrator should not volunteer to assume responsibility for duties s/he cannot reasonably perform. Such assumption carries the same responsibilities as assigned duties.
- D. An administrator shall not send students on any personal errands.
- E. An administrator shall not associate with students at any time in a manner which gives the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as tobacco, alcohol, or drugs. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and District discipline up to and including termination of employment.  
  
This provision should not be construed as precluding an administrative staff member from associating with students in private for legitimate or proper reasons or to interfere with familial relationships that may exist between staff and students.
- F. An administrator shall not disclose personally identifiable information about a student to third parties unless specifically authorized by law or the student's parent(s) to do so.
- G. An administrator shall not transport students for school-related activities in a private vehicle without the approval of the District Administrator or his/her immediate supervisor and consistent with the provisions of Policy 8660. This does not apply to any student who is the administrator's family member.
- H. A student shall not be required to perform work or services that may be detrimental to his/her health.

I. The administrator shall not engage students in social media and online networking media (see also Policy 7544), except for appropriate academic, extra-curricular, and/or professional uses only.

J. Administrators are expressly prohibited from posting any picture, video, meme, or other visual depiction, ~~video~~ or comment pertaining to any student on personal or unauthorized social networking media or similar forums.

Since most information concerning a child in school, other than directory information described in Policy 8330 - Student Records, is a confidential student record under Federal and State laws, any administrator who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Board Policy 8462, each administrator shall report to the proper legal authorities immediately, any sign of suspected child abuse, abandonment, or neglect.

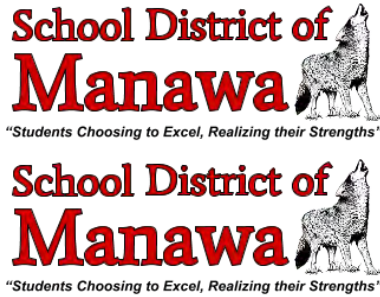
Revised 11/19/18

© Neola ~~2020~~19

Legal                            48.981, Wis. Stats.  
   948, Wis. Stats.  
   948.095, Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020





Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of NON-REEMPLOYMENT OF THE DISTRICT ADMINISTRATOR  
Code po1241  
Status  
Adopted October 17, 2016

#### 1241 - NON-REEMPLOYMENT OF THE DISTRICT ADMINISTRATOR

The Board has an obligation to the students, parents, and residents of this District to employ the professional leadership the Board feels best suited to meet the educational needs of the students. The Board shall meet this obligation through recruitment, hiring, and supervision efforts designed to assure that the District Administrator is highly qualified and meeting performance standards while in the position.~~The Board of Education has an obligation to the citizens of this District to employ the professional leadership best trained and equipped to meet the educational needs of their children. It shall meet that obligation by retaining only a highly qualified person as District Administrator for this District.~~

If the ~~services of the~~ District Administrator's performance is~~are~~ found to be unsatisfactory by the Board, the District Administrator shall be notified in writing by the President. The District Administrator shall normally be given an opportunity to correct the conditions.

If the Board intends to consider non-renewal of the District Administrator's~~non-renew a~~ contract, it shall give the District Administrator written preliminary notice by registered mail at least five (5) months prior to the expiration of the contract.

If the District Administrator files a written request with the Board within seven (7) days after receiving such notice, the District Administrator has a right to a hearing prior to being given the notice of non-renewal of the contract. The District Administrator may request a public or private-hearing and request that the Board provide its reasons for non-renewal, in writing, prior to the hearing.

At least four (4) months prior to the expiration of the contract of the District Administrator, the Board shall provide notice, in writing, of either renewal of the contract or refusal to renew such contract. No person may be employed or dismissed except by a majority vote of the full Board.

Non-renewal of the District Administrator's contracts shall be consistent with State law and with the provisions of the employment contract between the Board and the District Administrator.

By mutual agreement of the Board and the District Administrator, the employment contract may be modified or terminated.

Policy 3143 applies to administrators other than the District Administrator.

© Neola 2020~~06~~

Legal 118.24(6) and (7), Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of UNREQUESTED LEAVES OF ABSENCE/FITNESS FOR DUTY
Code	po1461
Status	
Adopted	October 17, 2016
Last Revised	November 19, 2018

#### 1461 - UNREQUESTED LEAVES OF ABSENCE/FITNESS FOR DUTY

It is the policy of the Board to protect the students and employees of this District from the effects of contagious diseases and other circumstances that render administrators unable to perform their duties.

The Board authorizes the District Administrator to place an administrator on leave for a physical or mental condition that affects the employees' ability to perform assigned duties in conformance with the law.

The District Administrator ~~may~~<sup>shall</sup> require that the administrator submits to an appropriate examination by a healthcare provider of the administrator's choice, a healthcare provider designated by the District, or both. ~~by a healthcare provider designated by the Board and compensated by the District.~~

The employee will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board/District Administrator and to allow the District Administrator to speak to the health care provider who conducted the medical examination in order to get clarification. Refusal by the administrator to submit to an appropriate examination requested by the District Administrator or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation and Board Policy 1422.02, the District Administrator shall direct the provider designated by the District to conduct the examination not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the District inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider, it shall be treated as a confidential medical record, as required by the ADA.

If, as a result of his/her such examination, the administrator is found to be unable to perform assigned duties, the administrator shall be placed on a leave of absence pending further determination of ability to perform duties, including evaluation of any reasonable accommodations in the event of the existence of a disability. ~~with such compensation to which s/he is entitled until proof of recovery, satisfactory to the District Administrator, is furnished.~~

The District Administrator may designate any period of leave under this policy as qualifying leave under State and/or Federal FMLA leave entitlement, consistent with Policy 1430.01 as provided by law.

In the event the District Administrator is the administrator subject to this policy, the Board shall direct the appropriate actions pursuant to this policy.

Revised 7/17/17

© Neola 2020~~18~~

Legal

111.32, et. seq., the Wisconsin Fair Employment Act

29 C.F.R. Part 1630

29 C.F.R. Part 1635

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Steve LaVallee on March 9, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of EMPLOYEE ANTI-HARASSMENT
Code	po1662
Status	
Adopted	October 17, 2016
Last Revised	July 22, 2019

## 1662 - **EMPLOYEE ANTI-HARASSMENT**

### **Prohibited Harassment**

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 School District community 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 School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The 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. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means individuals subject to the control and supervision of the Board including, but not limited to, students, teachers, staff, volunteers, and Board members, agents, contractors, or other persons.

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

### **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

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when:

- A. a supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;
- B. acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
- C. an individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;
- D. such conduct is sufficiently severe, pervasive, and persistent such that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment;
- E. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another employee or otherwise creates a hostile work environment;
- F. inappropriate boundary invasions by a District employee or other adult member of the District into a student's personal space and personal life.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. physical and/or sexual assault;
- C. threats or insinuations that a person's employment, wages, promotion, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;
- E. sexually suggestive objects, pictures, videotapes, audio recordings, or literature, placed in the work or educational environment, which may embarrass or offend individuals;
- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
- H. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
- I. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment; and
- J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual relationships between staff members, where one staff member has supervisory responsibilities over the other, are discouraged as a matter of Board policy. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding the consequences of non-compliance.

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.

## **Boundary Invasions**

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

- A. hugging, kissing, or other physical contact with a student;
- B. telling sexual jokes to students;
- C. engaging in talk containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e. having a "special friend" or a "special relationship");
- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using e-mail, text messaging or websites to discuss personal topics or interests with students;
- I. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
- J. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
- K. going to a student's home for non-educational purposes;
- L. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student);
- M. giving gifts or money to a student for no legitimate educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose;
- O. being overly "touchy" with students
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. getting a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
- S. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;
- U. telling a student "secrets" and having "secrets" with a student;
- V. other similar activities or behavior.

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the District Administrator.

## **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**

Members of the School District community and third parties, which includes all staff, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Compliance Officer at his/her first opportunity.

Members of the School District community or third parties who believe they have been harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. 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 knowledge that it is false.

Reporting procedures are as follows:

- A. Any employee who believes s/he has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the appropriate school official as identified in D below.
- B. Teachers, administrators, and other District officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.
- C. Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to an appropriate school official as identified in D below.
- D. Appropriate District officials are as follows:
  1. Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the District Administrator, who shall assume the role of the District Compliance Officer for such complaints.
  2. Any complaint under this policy regarding the District Administrator or Board Member that is received by the District Compliance Officer shall be referred to the Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.
- E. The reporting party or complainant shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the District Administrator.

F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, the District shall designate both a male and a female District Compliance Officer.

### **District Compliance Officers**

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

Carmen O'Brien  
Business Manager  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5840  
cobrien@manawaschools.org

Daniel Wolfgram  
High School/Junior High School Principal  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5310  
wolfgram@manawaschools.org

The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks and on the School District's web site.

A CO will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct.

The COs are assigned to accept complaints of harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a CO will begin either an investigation or the CO will designate a specific individual to conduct such a process. The CO will prepare recommendations or will oversee the preparation of such recommendations. All members of the School District community should report incidents of harassment that are reported to them to the CO within two (2) business days of learning of the incident.

### **Investigation and Complaint Procedure**

Any employee or other member of the School District community or visitor to the District who believes that s/he has been subjected to harassment or has witnessed harassment of another may seek resolution of his/her complaint through the procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of harassment was substantiated are set forth below.

Once the complaint process begins, the investigation will be complete in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

### **Complaint Procedure**

An individual who believes s/he has been subjected to harassment hereinafter referred to as the "complainant," may file a complaint, either orally or in writing with a teacher, Principal, CO, District Administrator, or other supervisory employee. As noted above, any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who may, in consultation with the other CO, if any, assume the role of the CO for such complaint. ~~Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall assume the role of the CO for such complaints.~~

Due to the sensitivity surrounding complaints of harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal, District Administrator, or other supervisory employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All written complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be actively engaging in, harassment; a detailed description of the facts upon which the complaint is based; and a list of



potential witnesses.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the complainant and/or the alleged harasser. In making such a determination, the CO should consult the Complainant to assess his/her position to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the District Administrator. No temporary arrangements shall be disciplinary to either the complainant or respondent.

Within two (2) business days of receiving a complaint, the CO will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received.

The Respondent is not entitled to receive a copy of any written complaint unless the CO determines it is appropriate to do so; however, the respondent will be informed about the nature of the allegations. The CO shall inform the Respondent of the requirements of this policy, which may include providing the Respondent with a copy of this policy or information about where to find it. Respondent shall be afforded the opportunity to submit a written response to the complaint. The CO shall inform the Respondent of the Respondent's deadline to provide the CO with the written response to the allegations in the complaint.

Within five (5) business days of receiving the complaint, the CO will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

- A. interviews with the complainant;
- B. interviews with the respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the complainant has been subject to harassment. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may (.) in consultation with the District Administrator or Board President, if the complaint involves the District Administrator [END OF OPTION] engage outside legal counsel to conduct the investigation consistent with this policy.

~~The CO may consult with the School Board Attorney before finalizing the report to the District Administrator.~~

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the District Administrator's final decision will be delivered to both the complainant and the respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

The decision of the District Administrator shall be final. If the investigation results in disciplinary action, the employee subject to discipline is entitled to file a grievance pursuant to Board Policy 3340. Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission or the Wisconsin Equal Rights Division.

The Board reserves the right to investigate and resolve a complaint or report of harassment regardless of whether the member of the School District community or third party alleging the harassment pursues the complaint. The Board also reserves the right to have the

formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

All timelines pertinent to the investigation process are intended to be guidelines to assure that the investigation proceeds with all deliberate efficiency. Failure of the CO to meet any specific timeline does not invalidate the investigation or provide a defense to the allegations.

### **Privacy/Confidentiality**

The School District will employ reasonable efforts to protect the rights of the Complainant, the Respondent(s), and all the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligation in an investigation of harassment. The School District will respect the privacy of the complainant, the respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality, however, cannot be guaranteed. All complainants proceeding through the formal investigation process should be advised that their identities may be disclosed to the respondent.

During the course of an investigation, the CO will determine whether confidentiality during the investigation process is necessary to protect the interests and reputations of those involved and/or to protect the integrity of the investigation and if so, shall instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

### **Directives During Investigation**

The CO may recommend to the District Administrator placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such recommendation to the Board. Administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a *Garrity* warning apprising the person of his/her obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

### **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law. When imposing discipline, the District Administrator shall consider the totality of the circumstances. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

All sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

### **Allegations Constituting Criminal Conduct**

If the CO has reason to believe that the complainant has been the victim of criminal conduct, such knowledge should be reported to local law enforcement. After such report has been made, the District Administrator shall be advised that local law enforcement was notified.

If the complainant has been the victim of criminal conduct and the accused is the District Administrator, such knowledge should be reported by the CO to local law enforcement. After such report has been made the Board President shall be advised that local law enforcement was notified.

Any reports made to local law enforcement shall not terminate the CO's obligation and responsibility to continue to investigate a complaint of harassment. While the CO may work cooperatively with outside agencies to conduct concurrent investigations, the harassment investigation shall not be stopped due to the involvement of outside agencies without good cause and after consultation with the District Administrator.

### **Reprisal**

Submission of a good faith complaint or report of harassment will not affect the complainant's or reporter's work status or work environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about

such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.

The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **Miscellaneous**

The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address, and telephone number of the COs, the name, mailing address, and telephone number of the State agency responsible for investigating allegations of discrimination in educational employment, and the mailing address and telephone number of the United States Equal Opportunity Employment Commission.

A link to this policy and any related administrative guidelines shall appear in the employee handbook and a copy shall be made available upon request of employees and other interested parties.

### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of harassment. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff at such times as the Board in consultation with the District Administrator determines is necessary or appropriate.

The Board will respect the privacy of the complainant, the individuals against whom the complaint is filed, and the witnesses as much as practicable, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery, disclosure, or other legal obligations.

### **Retention of Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

© Neola ~~2020~~<sup>19</sup>

Legal

- Wis. Stats. 111.31, 118.195, 118.20
- 20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as The Individuals with Disabilities Act)
- 20 U.S.C. 1681 et seq.
- 20 U.S.C. 1681 et seq., Title IX
- 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
- 29 U.S.C. 794, Rehabilitation Act of 1973
- 29 C.F.R. Part 1635
- 29 U.S.C. 6101, The Age Discrimination Act of 1975
- 42 U.S.C. 2000d et seq.
- 42 U.S.C. 2000e et seq.
- 42 U.S.C. 1983
- 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Steve LaVallee on March 1, 2020

Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of CURRICULUM DEVELOPMENT
Code	po2210
Status	
Adopted	October 17, 2016

## 2210 - CURRICULUM DEVELOPMENT

The District's curriculum and instruction programs shall be developed to support the District's mission, to align with Board adopted academic standards, and in accordance with State legal requirements. The Board shall provide the resources to develop and implement the curriculum within the financial capabilities of the District.

Professional staff, under the direction and supervision of the District Administrator or designee, shall be delegated the responsibility for proposing and developing a written, sequential curriculum plan for the District. The plan shall include those subject areas and grade levels as required by State regulations. Each subject area plan shall specify objectives, course sequence, course content, resources, a student assessment process, and an allocation of instructional time. Each plan shall include a program evaluation method that provides that the components of the plan shall be monitored continuously.

Communication and coordination among grade level and subject area staff members shall be emphasized on a four-(4)-year-old-kindergarten-through-grade-12 basis whenever curriculum is developed or reviewed.

The Board directs that the curriculum of this District:

- A. provides instruction in courses consistent with statute and regulations of the Department of Public Instruction or appropriate State agency;
- B. ensures, consistent with 115 Wis. Stats. and other applicable Federal and State laws and regulations, that special learning needs of students are provided for in the context of the regular program or classroom and provides for effective coordination with programs or agencies that are needed to meet those needs that cannot be dealt with in the regular program or classroom;
- C. be consistent with the District's philosophy and goals and ensure the possibility of their achievement;
- D. consistent with 118.30 Wis. Stats. by incorporating, incorporates State-recommended performance standards for students as the basis for determining how well each student is achieving curriculum objectives;
- E. allows for the development of individual talents and interests as well as recognizes that learning styles of students may differ;
- F. provides a strategy for continuous and cumulative learning through effective articulation at all levels, particularly of those skills identified as essential and life-role skills;
- G. utilizes a variety of learning resources to accomplish the educational goals;
- H. encourages students to utilize guidance and counseling services in their academic and career planning;
- I. in the elementary grades, provides regular instruction in reading, language arts, social studies, mathematics, science, health, physical education, art and music;
- J. in grades 5 to 8, provides regular instruction in language arts, social studies, mathematics, science, health, physical education, art and music;
- K. in grades 9 to 12, provides access to an educational program that enables students each year to study English, social studies, mathematics, science, vocational education, foreign language, physical education, art and music;

- L. provides regular instruction in foreign language in grades 7 and 8;
- M. in one of grades 5 to 8 and in one of grades 10 to 12, provide students with the instruction on shaken baby syndrome and impacted babies described in Wis. Stats. 253.15 (5);
- N. incorporates instruction in financial literacy into the curriculum in grades kindergarten to 12;
- O. provides that, in the social studies curriculum, instruction in the history, culture, and tribal sovereignty of Federally recognized American Indian tribes and bands located in Wisconsin takes place at least twice in the elementary grades and once in the high school grades;
- P. provides for multi-cultural education by including, at each level, courses or units that help students understand the culture and contributions of various ethnic groups comprising American society, including, but not limited to Euro-Americans, African-Americans, Asian-Americans, Hispanic-Americans, and Native-Americans.

As the educational leader of this District, the District Administrator shall be responsible to the Board for the development and evaluation of curriculum and the preparation of courses of study.

The District Administrator shall make progress reports to the Board periodically.

The District Administrator may conduct such innovative programs as are deemed to be necessary to the continuing growth of the instructional program and to better ensure accomplishment of the District's educational goals. Each such innovative program must be consistent with Chapter 118 and appropriate State regulations and receive the approval of the Board.

The District Administrator shall report each such innovative program to the Board.

Unless the Board disapproves, the District Administrator may proceed to conduct the program.

The Board encourages, where it is feasible and in the best interests of the District, participation in programs of educational research.

The Board directs the District Administrator to pursue actively State and Federal aid in support of the District's innovative activities.

© NEOLA 2020~~07~~

Legal                      PI8.01(2)(L)  
                                    121.02(1)(L), Wis. Stats.  
                                    118.01, 118.24, Wis. Stats.

Last Modified by Steve LaVallee on March 9, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY
Code	po2260.01
Status	
Adopted	October 17, 2016
Last Revised	November 18, 2019

#### 2260.01 - **SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY**

Pursuant to Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1990, as amended ("ADA"), and the implementing regulations (collectively "Section 504/ADA"), no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Board does not discriminate in admission or access to, or participation in, or treatment in its programs or activities. As such, the Board's policies and practices will not discriminate against students with disabilities and will make accessible to qualified individuals with disabilities its facilities, programs, and activities. No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the District.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aids and cochlear implants or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, assistive technology, reasonable accommodations or auxiliary aids or services, or learned behavioral or adaptive neurological modifications.

With respect to public preschool, elementary and secondary educational services, a qualified person with a disability means a disabled person:

- A. who is of an age during which nondisabled persons are provided educational services;
- B. who is of any age during which it is mandatory under Wisconsin law to provide educational services to disabled persons; or
- C. to whom the State is required to provide a free appropriate public education pursuant to the Individuals with Disabilities Education Improvement Act (IDEIA).

With respect to vocational education services, a qualified person with a disability means a disabled person who meets the academic and technical standards requisite to admission or participation in the vocational program or activity.

#### **District Compliance Officers**

The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("hereinafter referred to as the COs").

Carmen O'Brien  
Director of Curriculum & Assessment  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5840  
cobrien@manawa.k12.wi.us

Daniel Wolfgram  
High School/Junior High School Principal  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5310  
dwolfgram@manawa.k12.wi.us

The names, titles, and contact information of these individuals will be published annually in the staff and student handbooks and on the School District's web site.

The CO is responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the ADA. A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the CO.

The CO will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. The Board will further establish and implement a system of procedural safeguards in accordance with Section 504, including the right to an impartial due process hearing.

### **Training**

The CO will also oversee the training of employees of the Board so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

### **Facilities**

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities. This includes, but is not limited to, providing accommodations to persons with disabilities who desire access to their child's educational program or meetings pertinent thereto. Programs and activities will be designed and scheduled so that the location and nature of the facility or area will not deny a student with a disability the opportunity to participate on the same basis as students without disabilities.

### **Education**

The Board is committed to identifying, evaluating, and providing a free appropriate public education ("FAPE") to students within its jurisdiction who are disabled within the definition of Section 504, regardless of the nature or severity of their disabilities.

If a student has a physical or mental impairment that significantly limits one or more major life activities, the Board will provide the student with a free appropriate public education ("FAPE"). An appropriate education may include regular or special education and related aids and services to accommodate the unique needs of students with disabilities. For disabled students who are not eligible for specially designed instruction under the Individuals with Disabilities Education Improvement Act ("IDEIA"), the related aids and services (including accommodations/modifications/interventions) they need in order to have their needs met as adequately as the needs of nondisabled students are met, shall be delineated, along with their placement, in a Section 504 Plan (Form 2260.01A F13). Parents/guardians/custodians ("parents") are invited and encouraged to participate fully in the evaluation process and development of a Section 504 Plan.



The Board is committed to educating (or providing for the education of) each qualified person with a disability who resides within the District with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment even with the use of supplementary aids and services cannot be achieved satisfactorily. If the District places a person in a setting other than the regular educational environment, it shall take into account the proximity of the alternate setting to the person's home.

The Board will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interests groups or clubs sponsored by the District, referrals to agencies that provide assistance to persons with disabilities, and employment of students. In providing or arranging for the provision of meals and recess periods, and nonacademic and extracurricular services and activities, including those listed above, the District will verify that persons with disabilities participate with persons without disabilities in such services and activities to the maximum extent appropriate.

### **Investigation and Complaint Procedure**

The CO shall investigate any complaints brought under this policy. Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision making process.

All complaints must include the following information to the extent it is available: a description of the alleged violation, the identity of the individual(s) believed to have engaged in, or to be actively engaging in, conduct in violation of this policy, if any; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the report by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of class schedule for the Complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the Principal or District Administrator if the principal is the compliance office prior to any action being taken. The Complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the CO will inform any individual named by the Complainant in connection with an alleged violation of this policy, that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint.

Within five (5) business days of receiving the complaint, the CO will initiate an investigation by at a minimum confirming receipt of the complaint with the complainant and informing the complainant of the investigation process.

~~Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint.~~ Investigations shall be completed promptly. What constitutes promptness will depend on the complexity of the issues, the number of incidents or factual elements, the number of witnesses and documents to be consulted, and the availability of witnesses and other evidence. The CO shall keep the complainant reasonably informed of the investigation's progress.

The investigation will include:

- A. interviews with the Complainant;
- B. interviews with any persons named in the complaint;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal law as to whether the Complainant has been denied access to educational opportunities on the basis of one of the protected classifications, based on a preponderance of evidence standard. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may in consultation with the District Administrator or Board President, if the complaint involves the District Administrator engage outside legal counsel to conduct the investigation consistent with this policy.

~~The CO may consult with the Board Attorney before finalizing the report to the District Administrator.~~

Absent extenuating circumstances, within ten (10) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding the complaint or request further investigation. A copy of the District Administrator's final decision will be delivered to the Complainant. The District Administrator may redact information from the decision in the event the release of information raises concerns regarding the integrity of the complaint or investigation process. The Board authorizes the District Administrator to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the complainant or respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above. The decision of the District Administrator will be reviewed by the Board upon request.

If the Complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction.

The Board reserves the right to investigate and resolve a complaint or report of regardless of whether the member of the School District community or third party chooses to pursue the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

#### **Additional School District Action**

If the evidence suggests that any conduct at issue violates any other policies of the Board, is a crime, or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.), the CO or District Administrator shall take additional such actions as necessary and appropriate under the circumstances, which may include a report to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations.

#### **Confidentiality**

The District will make reasonable efforts to protect the privacy of any individuals involved in the investigation process. Confidentiality cannot be guaranteed. All Complainants, through the investigation process shall be advised that as a result of the investigation, allegations against individuals may become known to those individuals, including the Complainant's identity.

During the course of an investigation, the CO will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

#### **Retention of Public Records, Student Records, and Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts related to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to complainants, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions, both individual and systemic, taken to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

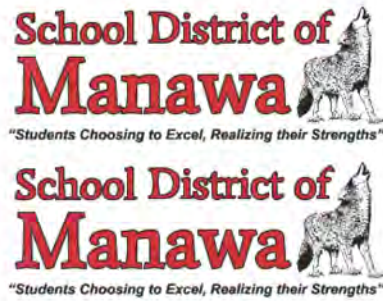
#### **Notice**

Notice of the Board's policy on nondiscrimination in education practices and the identity of the CO will be posted throughout the District, and published in the District's recruitment statements or general information publications.

© Neola ~~2020~~<sup>2019</sup>

Legal                                34 C.F.R. Part 104  
   29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended  
   42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Code	po2260
Status	
Adopted	October 17, 2016
Last Revised	November 18, 2019

#### 2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

The Board is committed to providing an equal educational opportunity for all students in the District.

The Board does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes") in any of its student program and activities.

This policy is intended to support and promote nondiscriminatory practices in all District and school activities, particularly in the following areas:

- A. use of objective bases for admission to any school, class, program, or activity;
- B. prohibition of harassment towards students and procedures for the investigation of claims (see Policy 5517);
- C. use of disciplinary authority, including suspension and expulsion authority;
- D. administration of gifts, bequests, scholarships and other aids, benefits, or services to students from private agencies, organizations, or persons;
- E. selection of instructional and library media materials in a nondiscriminatory manner and that reflect the cultural diversity and pluralistic nature of American society;
- F. design and implementation of student evaluation practices, materials, and tools, but not at the exclusion of implementing techniques to meet students' individual needs;
- G. design and configuration of facilities;
- H. opportunity for participation in extra-curricular and co-curricular activities, provided that separate programs for male and female students may be available provided comparable activities are made available to all in terms of type, scope, and District support; and
- I. the school lunch program and other school-sponsored food service programs.

The Board is also committed to equal employment opportunity in its employment policies and practices as they relate to students. The Board's policies pertaining to employment practices can be found in Policy 1422, Policy 3122, and Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

In furtherance of the aforesaid goal, the District Administrator shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the Protected Classes ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both sexes various races, ethnic groups, etc. toward the development of human society; provide that necessary programs are available for students with limited use of the English language;

B. Staff Training

develop an ongoing program of staff training and in-service training for school personnel designed to identify and solve problems of bias based upon the Protected Classes in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to ensure that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State regulations;
2. verify that facilities are made available in a non-discriminatory fashion, in accordance with Board Policy 7510 - Use of District Facilities, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

D. District Support

require that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Evaluation

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the Protected Classes.

The District Administrator shall appoint and publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or equal access. The Compliance Officer(s) also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), is provided to students, their parents, staff members, and the general public.

The District Administrator shall attempt annually to identify children with disabilities, ages 3 - 21, who reside in the District but do not receive a public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient, including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis (see AG 2260F).

**Reporting Procedures**

Students, parents and all other members of the School District community are encouraged to promptly report suspected violations of this policy to a teacher or administrator. Any teacher or administrator who receives such a complaint shall file it with the District's Compliance Officer at his/her first opportunity.

Students who believe they have been denied equal access to District educational opportunities, in a manner inconsistent with this policy may initiate a complaint and the investigation process that is set forth below. Initiating a complaint will not adversely affect the complaining individual's participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false.

**Title IX Complaint Coordinators/District Compliance Officers (hereinafter referred to as the "COs").**

The Board designates the following individuals to serve as the District's CO's:

Carmen O'Brien

Business Manager  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5840  
cobrien@manawaschools.org

Daniel Wolfgram  
High School/Junior High School Principal  
800 Beech Street  
Manawa, WI 54949  
920-596-5310  
dwolfgram@manawaschools.org

The names, titles, and contact information of these individuals will be published annually in the staff and student handbooks, and on the School District's web site.

A CO will be available during regular school/work hours to discuss concerns related to student discrimination in educational opportunities under this policy.

### **Investigation and Complaint Procedure**

The CO shall investigate any complaints brought under this policy. Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent it is available: a description of the alleged violation, the identity of the individual(s) believed to have engaged in, or to be actively engaging in, conduct in violation of this policy, if any; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the report by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of class schedule for the Complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the Principal or District Administrator if the principal is the compliance officer prior to any action being taken. The Complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the CO will inform any individual named by the Complainant in connection with an alleged violation of this policy, that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint.

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The complaining party shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt, unless additional time is agreed to by the complaining party.

The investigation will include:

- A. interviews with the Complainant;
- B. interviews with any persons named in the complaint;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal law as to whether the Complainant has been denied access to educational opportunities on the basis of one of the protected classifications, based on a preponderance of evidence standard. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may in consultation with the District Administrator or Board President, if the complaint involves the District Administrator engage outside legal counsel to conduct the investigation consistent with this policy.

~~The CO may consult with the Board Attorney before finalizing the report to the District Administrator.~~

Absent extenuating circumstances, within ten (10) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding the complaint or request further investigation. A copy of the District Administrator's final decision will be delivered to the Complainant. The District Administrator may redact information from the decision in the event the release of information raises concerns regarding the integrity of the complaint or investigation process. The Board authorizes the District Administrator to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the Complainant or Respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above. The decision of the District Administrator will be reviewed by the Board upon request.

If the Complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction, Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157.

Any person, including the Respondent in a complaint, who is subject to disciplinary action up to and including termination as a result of a complaint may choose to file a Grievance utilizing the District's grievance procedure as outlined in Policy 3430 or Policy 4430.

The Board reserves the right to investigate and resolve a complaint or report of regardless of whether the member of the School District community or third party chooses to pursue the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

#### **Additional School District Action**

If the evidence suggests that any conduct at issue violates any other policies of the Board, is a crime, or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.) (Policy 8462), or threats of violence (Policy 8462.01), the CO or District Administrator shall take such additional actions as necessary and appropriate under the circumstances, which may include a report to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations.

#### **Confidentiality**

The District will make reasonable efforts to protect the privacy of any individuals involved in the investigation process. Confidentiality cannot be guaranteed however. All Complainants proceeding through the investigation process should be advised that as a result of the investigation, allegations against individuals may become known to those individuals, including the Complainant's identity.

During the course of an investigation, the CO will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

#### **Retention of Public Records, Student Records, and Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;

- G. e-mails, texts, or social media posts related to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to complainants, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions, both individual and systemic, taken to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 12/18/17

Revised 7/22/19

© Neola 2019

Legal

- 118.13 Wis. Stats.
- P.I. 9, Wis. Adm. Code
- P.I. 41, Wis. Adm. Code
- Fourteenth Amendment, U.S. Constitution
- 20 U.S.C. Section 1681, Title IX of Education Amendments Act
- 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
- 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
- 29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended
- 42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964
- 42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act
- 42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
- 42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
- Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, 1979

Last Modified by Steve LaVallee on March 12, 2020





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	PARENT AND FAMILY MEMBER PARTICIPATION IN TITLE I PROGRAMS
Code	po2261.01
Status	
Adopted	October 17, 2016
Last Revised	December 18, 2017

### **REPLACEMENT POLICY**

#### **2261.01- PARENT AND FAMILY MEMBER PARTICIPATION IN TITLE I PROGRAMS**

In accordance with the requirements of Federal law, programs supported by Title I funds must be planned and implemented in meaningful consultation with parents and family members of the students being served.

Each year the District Administrator shall work with parents and family members of children served in Title I Programs in order to jointly develop and agree upon a proposed written parent and family engagement policy to establish expectations for the involvement of such parents and family members in the education of their children. The proposed policy shall be reviewed and approved annually by the Board and distributed to parents and family members of children receiving Title I services. The proposed policy must establish the District's expectations and objectives for meaningful parent and family involvement, and describe how the School District will:

- A. involve parents and family members in the development of the School District's Title I plans and any State-mandated comprehensive support and improvement plans;
- B. provide coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent and family member involvement activities to improve student achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. coordinate and integrate parent and family member engagement strategies, to the extent feasible and appropriate, with other Federal, State, and local laws and programs;
- D. with meaningful involvement of parents and family members, annually evaluate the content and effectiveness of the parent and family member engagement policy in improving the academic quality of schools, including:
  - 1. identifying barriers to greater parent participation (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background);
  - 2. the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and
  - 3. strategies to support successful school and family interactions;
- E. use the findings of the above-referenced evaluation to:
  - 1. design evidence-based strategies for more effective parental involvement; and,
  - 2. revise the parent and family member engagement policy, if necessary;

- F. involve parents in the activities of the District's Title I schools, which may include establishing a parent advisory board that may be charged with developing, revising and reviewing the parent and family member engagement policy;
- G. provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency and/or disabilities, and parents and family members of migratory children) including providing information and school reports in a format, and to the extent practicable in a language, such parents can understand;
- H. conduct meetings with parents including provisions for flexible scheduling and assistance to parents to better assure their attendance at meetings;
- I. develop agendas for parent meetings to include review and explanation of the curriculum, means of assessments, and the proficiency levels students are expected to achieve and maintain;
- J. provide opportunities for parents to formulate suggestions, interact and share experiences with other parents, and participate appropriately in the decision-making about the program and revisions in the plan;
- K. involve parents in the planning, review, and improvement of the Title I program;
- L. communicate information concerning school performance profiles and their child's individual performance to parents;
- M. assist parents in helping their children in achieving the objectives of the program by such means as ensuring regular attendance, monitoring television-watching, providing adequate time and the proper environment for homework, guiding nutritional and health practices, and the like;
- N. provide timely responses to parental questions, concerns, and recommendations;
- O. coordinate and provide technical assistance and other support necessary to assist Title I schools to develop effective parent participation activities to improve academic achievement;
- P. conduct other activities as appropriate to the Title I plan and State and Federal requirements.

The Board will reserve the requisite percent of its allocation of Federal Title I funds to carry out the above-described activities. Parents and family members of children receiving Title I services shall be involved in the decisions regarding how the reserved funds are allotted for parent and family member involvement activities. Reserved funds shall be used to carry out activities and strategies consistent with the Board's parent and family member engagement policy (Policy 2261.01), including at least one (1) of the following:

- A. Supporting schools and nonprofit organizations in providing professional development for the District and school personnel regarding parent and family member engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents and family members.
- B. Supporting programs that reach parents and family members at home, in the community, and at school.
- C. Disseminating information on best practices focused on parent and family member engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members.
- D. Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family member engagement.
- E. Engaging in any other activities and strategies that the Board determines are appropriate and consistent with its parent and family member engagement policy.

The District Administrator must also assure that each Title I participating school develops a specific written plan, with parental involvement and agreement, which includes provisions regarding the following:

- A. Each principal must convene an annual meeting at a convenient time to which all parents of participating children are invited and encouraged to attend to explain the parents' rights to be involved and the school's obligations to develop a parent and family member engagement policy.
- B. Meetings with parents of children receiving Title I services must be scheduled at flexible times with assistance such as child care, transportation, home visits, or similar aid offered to parents to encourage their involvement.
- C. Parents must be involved in an organized, on-going and timely way in the development, review, and improvement of parent involvement activities, including the planning, review, and improvement of the school parent and family member engagement policy, and the joint development of the schoolwide program plan, if appropriate.

D. Parents of participating students must be provided with:

1. timely information about the Title I program and the school's parent and family member engagement policy;
2. description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels expected;
3. regular meetings, upon request, for parents to make suggestions, and to participate as appropriate, in decisions relating to the education of their children, and receive responses regarding the parents' suggestions about their student's education as soon as practicably possible.

E. If the written plan is not satisfactory to the parents of participating children, the school must submit any parents' comments when it presents the plan to the District Administrator.

F. As a component of the school-level parent and family member engagement policy, the principal for each school shall coordinate the development of a school-parent compact jointly with parents of children served under Title I which outlines how the school staff, the parents, and the student will share responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help students achieve the State's high standards. The compact must:

1. describe the school's responsibility to provide a high-quality curriculum and instruction in a supportive, effective learning environment;
2. describe the ways in which each parent is responsible for supporting their child's learning environment such as monitoring attendance, homework, extra-curricular activities, and excessive television watching; volunteering in the classroom; and participating, as appropriate, in decisions relating to the education of their children and their positive use of extra-curricular time;
3. address the importance of parent/teacher communication on an on-going basis through at least annual parent-teacher conferences to discuss the child's achievement and the compact; frequent progress reports to the parents on their child's progress; reasonable access to the staff and to observe and participate in classroom activities and regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

G. Parents of children receiving Title I services must be notified about their school's parent and family member engagement policy in an understandable and uniform format, and to the extent practicable, in a language the parents can understand. These policies must also be made available to the community.

H. School-level parent and family member engagement policies must be updated periodically to meet the changing needs of parents and the schools.

In order to involve parents in the education of their children and to support a partnership among the school, parents and the community for improving student academic achievement, the District Administrator and building principals must include provisions in the School District and school-level parent and family member engagement policies regarding:

- A. assisting parents of children served under Title I in understanding such topics as the State's academic standards, State and local academic assessments Title I, and how to monitor their child's progress and how to work with educators to improve their child's achievement;
- B. providing materials and training to help parents work with their children to improve achievement, such as literacy training and using technology (including education about the harms of copyright privacy);
- C. educating teachers, specialized instructional support personnel, school leaders (including principals), and other staff, with the assistance of parents, about the value and utility of contributions of parents, how to reach out to, communicate with, and work with parents as equal partners, how to implement and coordinate parent programs, and how to build ties between parents and the school;
- D. to the extent feasible and appropriate, coordination and integration of parent involvement programs and activities with other Federal, State and local programs (including public preschool programs), and conducting other activities that encourage and support parents more fully participating in the education of their children (e.g., parent resource centers);
- E. providing information related to school and parent programs, meetings, and other activities to parents of participating children in a format, and, to the extent practicable, in a language the parents can understand;
- F. providing such reasonable support for parent involvement activities as parents may request.

In order to build the School District's capacity for parent involvement, the District Administrator and building principals may also:

- A. involve parents in the development of training for teachers and administrators and other educators to improve the effectiveness of such training;
- B. provide necessary literacy training from Title I funds if the District has exhausted all other reasonably available sources of funding for such training;
- C. pay reasonable and necessary expenses associated with parental involvement activities to enable parents to participate in school-related meetings and training sessions, including transportation and child care costs;
- D. train parents to enhance the involvement of other parents;
- E. arrange school meetings at a variety of times, or conduct in-house conferences between teachers or other educators who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
- F. adopt and implement model approaches to improving parental involvement in Title I programs;
- G. establish a District-wide parent advisory council to provide advice on all matters related to parental involvement programs;
- H. develop appropriate roles for community-based organizations and businesses in parental involvement activities.

© Neola 2020

Legal                      20 U.S.C. 6318  
                                  34 C.F.R. Part 200 et seq.

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	DISTRICT AND SCHOOL REPORT CARD
Code	po2261.03
Status	

### **NEW POLICY**

#### **2261.03 - DISTRICT AND SCHOOL REPORT CARD**

Each School District that receives Title I, Part A funds must prepare and publicly disseminate a report card on the performance and operations of the District. Report cards must be concise and presented in an understandable and uniform format that is developed in consultation with parents and accessible to persons with disabilities and, to the extent practicable, in a language that parents can understand. **[Drafting Note: The District must make the report card meaningfully accessible to parents and stakeholders who are limited English proficient.]**

The report shall contain the information called for in accordance with State and Federal law. The report must include 1) an overview section and 2) a detail section.

Report cards must begin with a clearly labeled overview section that is prominently displayed. The overview section of District report cards must include information on key metrics of State, District, and school performance and progress and is intended to help parents and other stakeholders quickly access and understand such information and provide context for the complete set of data included in the report.

The overview section of the annual report card must include for the District as a whole and each school, if appropriate:

- A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;
- B. English language proficiency of English learners (i.e., the number and percentage of English learners achieving English language proficiency as measured by Wisconsin's English proficiency assessment);
- C. performance on each measure within the Academic Progress indicator used by the State for elementary schools and secondary schools that are not high schools;
- D. high school graduation rates, including the four (4) year adjusted cohort and the extended-year adjusted cohort;
- E. performance on each measure within any School Quality or Student Success indicator used by the State;
- F. school identifying information, including student membership count and Title I participation status;
- G. summative determination for each school;
- H. whether the school was identified for comprehensive support and improvement or targeted support and improvement, and the reason(s) for such identification.

The overview section must include disaggregated data for specific student subgroups as required by the United States Department of Education (e.g., each major racial and ethnic group; children with disabilities; English learners; and economically disadvantaged students).

Report cards must include student achievement data overall and by grade, including the percentage of students at each level of achievement as determined by the State for all students and disaggregated by each major racial and ethnic group, gender, disability status, migrant status, English proficiency status, status as economically disadvantaged, status as a homeless student/youth, status as a

child in foster care, and status as a student with a parent who is a member of the Armed Forces on active duty (which includes full-time National Guard duty). Data for these subgroups must be included in the detail section of report cards if it is not included in the overview section.

The details section of the District report card must include the remaining information required in the statute and applicable regulations. A District need not include information in the detail section of the report if it includes such information in the overview section. The annual report detail section must include, if appropriate:

- A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;
- B. percentages of students assessed and not assessed in each subject (i.e. participation rates on required assessments);
- C. extent alternate assessments aligned with alternate academic achievements standards were used for students with the most significant cognitive disabilities (i.e., the number and percentage of students assessed using alternate academic achievement standards, by grade and subject);
- D. as applicable, number and percentage of recently arrived English learners exempted from one administration of the reading/language arts assessments or whose results are excluded from certain State indicators;
- E. high school graduation rates, including the four (4) year adjusted cohort, and the extended-year adjusted cohort;
- F. postsecondary enrollment rates for each high school;
- G. information collected and reported in compliance with the Civil Rights Data Collection (CRDC) under 20 U.S.C. 3413(c)(1);
- H. progress toward State-designed long-term goals for academic achievement, graduation rates, and English learners achieving English language proficiency (including measurements of interim progress);
- I. level of performance on each indicator included in the State accountability system including, as applicable, results on each individual measure within each indicator not already included in the school overview section;
- J. information on educator qualifications;
- K. information on per-student expenditures (i.e., actual personnel and actual non-personnel; for the District as a whole and each school);

**[Note: The District and school report cards must include per-student expenditures of Federal, and State/local funds, disaggregated by source of funds; District expenditures not allocated to public schools; and the web address to the procedures for calculation.]**

- L. State performance on the National Assessment of Educational Progress (NAEP) – math and reading, grades 4 and 8;
- M. description and Results of State accountability system (the District may provide the web address or URL of, or a direct link to, a State plan or other location on the Wisconsin Department of Public Instruction's website to meet this requirement);
- N. additional information best-suited to convey the progress of each school.

**[Note: District report cards must include the following NAEP data: 1) the percentage of students at each NAEP achievement level (below basic, basic, proficient, and advanced) in the aggregate; 2) participation rate for students with disabilities; and 3) participation rate for English learners.]**

- O. other information as required by the Wisconsin Department of Public Instruction.

When presenting data on a report card, the District shall protect the privacy of individuals and the privacy of personally identifiable information contained in students' education records in accordance with the Family Educational Rights and Privacy Act (FERPA) and Policy 8330 - Student Records.

The District's annual report card information must be made publicly available through such means as posting on the District's website and distribution to local media and public agencies. **[Note: If the District does not operate a website, the District must make the report available to the public in another manner determined by the Board.]**

The Board will provide the school level overview directly to all parents in each school served by the District annually. **[Note: The District may send the report card overview to the parents of students enrolled in each school in the District directly through the U.S. mail, via e-mail, or through other means such as sending the report card overview home to parents in the child's backpack or distribute the report card during parent-teacher conferences.]**

The data from the local report card is to be used by each of the schools and the District as a whole in revising and upgrading school and District improvement plans.

© **Neola 2020**

Legal                      34 C.F.R. 200.31  
                                    20 U.S.C. 6314

Last Modified by Steve LaVallee on March 1, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title TITLE I SERVICES  
Code po2261  
Status  
Adopted October 17, 2016

## 2261 - TITLE I SERVICES

The Board ~~of Education~~ elects to augment the educational program of educationally disadvantaged students by the use of Federal funds and in accordance with Title I of the ~~Amendments to the~~ Elementary and Secondary ~~Education~~ ~~School Improvement~~ Act of 1965, as amended.

The District Administrator shall prepare and present to the Department of Public Instruction a plan for the delivery of services which meets the requirements of the law, including those described below. The plan shall be developed by appropriate staff members and parents of students who will be served by the plan. The District will periodically review and revise the plan, as necessary.

### A. Assessment

The District shall annually assess the educational needs of eligible children, as determined by Federal and State criteria. Such assessment shall include performance measures mandated by the Department of Public Instruction as well as those determined by the District professional staff, that will assist in the diagnosis, teaching, and learning of the participating students.

### B. Scope

Each school shall determine whether the funds will be used to upgrade the educational program of an entire school, in Title I schools that qualify as schoolwide schools, and/or to establish or improve programs that provide services only for eligible students in greatest need of assistance. The schoolwide program, for an entire school and/or a Targeted Assistance School, shall include the components required by law as well as those agreed upon by participating staff and parents.

### C. Participation

The Title I program shall be developed and evaluated in consultation with parents and professional staff members, including teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, ( ) charter school leaders [NOTE select if the District has charter schools], administrators, and other appropriate school personnel involved in its implementation.

Appropriate training will be provided to staff members who provide Title I services. Parent participation shall be in accord with Board Policy 2261.01 and shall meet the requirements of Section ~~11161118~~ of the Act.

### D. Supplement Not Supplant and Comparability of Services

Title I funds will be used only to supplement, not supplant, ~~augment, not to replace~~, State and local funds. The District will document its compliance with the supplement not supplant provisions by using a written methodology that ensures State and local funds are allocated to each school on the same basis, regardless of whether a school receives Title I funding. ~~The District Administrator shall use State and local funds to provide educational services in schools receiving Title I assistance that, taken as a whole, are at least comparable to services being provided in schools that are not receiving Title I assistance.~~

The District Administrator shall use State and local funds to provide educational services in schools receiving Title I assistance that, taken as a whole, are at least comparable to services being provided in schools that are not receiving Title I assistance. The determination of the comparability of services may exclude, ~~in accordance with Federal regulations~~, State and local funds expended for language instruction educational programs and the excess costs of providing services to children with disabilities as determined by the District ~~spent on compensatory education programs, bilingual education programs, and programs for~~



~~educationally disabled students~~. The determination of comparability of services will not take into account unpredictable changes in student enrollments or personnel assignments that occur after the beginning of a school year.

In order to achieve comparability of services, the District Administrator shall assign teachers, administrators, and auxiliary personnel and provide curriculum materials and instructional supplies in such a manner as to ensure equivalence throughout the District.

#### E. Professional Development

~~The District Administrator shall develop administrative guidelines whereby m~~Members of the professional staff participate in the design and implementation of staff development activities that ~~meet the requirements of Section 1119 of the Act and:~~

1. involve parents in the training, when appropriate;
2. combine and consolidate other available Federal and District funds;
3. foster cooperative training with institutions of higher learning and other educational organizations including other school districts;
4. allocate part of the staff development to the following types of strategies:
  - a. fostering gender-equitable education;
  - b. meeting children's special needs;
  - c. early childhood education;
  - d. working effectively with parents;
  - e. use of technology;
  - f. performance-based student assessment;
5. provide opportunities for paraprofessionals to work toward certification as professional educators.

#### F. Simultaneous Services

~~In accordance with law, a school offering Title I services may also serve other students with similar needs.~~

© Neola ~~2020~~15

Legal                                    20 U.S.C. 2701 et seq., Elementary and Secondary Education Act of 1965  
   34 C.F.R. Part 200, et seq.

Last Modified by Steve LaVallee on March 1, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of START COLLEGE NOW PROGRAM  
Code po2271.01  
Status  
Adopted November 19, 2018

**2271.01 - START COLLEGE NOW PROGRAM**

The District will permit resident high school students who have completed the 10<sup>th</sup> grade and who meet eligibility criteria, to take courses at a technical college in the Wisconsin Technical College System for the purpose of earning both high school and postsecondary credit. Students who wish to attend a technical college under this policy must request attendance and, if the student is a minor, must provide written approval from the student's parent. Students must request such attendance from the student's resident School District if attending the District as a non-resident.

**General Eligibility Criteria for Students that Have Completed the 10<sup>th</sup> Grade:**

To be eligible to attend courses at a technical college pursuant to this policy, a student:

- A. must be in good academic standing;
- B. must provide written notification to the Board of the School District in which the student resides of his/her intent to attend a technical college under this subsection by March 1st if the student intends to enroll in the fall semester, and by October 1st if the student intends to enroll in the spring semester;
- C. must not be identified as a child-at-risk, pursuant to Policy 5461;
- D. must not be ineligible for participation for having failed a previous class under either this program or the Early College Credit Program (Policy 2271) and ~~failing~~ failed to reimburse the Board for any ~~required~~ costs the student is required to pay; and
- E. must be admitted to the technical college for attendance.

**Undue Financial Hardship**

The Board may prohibit a student's attendance if the student is a child with a disability and the Board determines that the cost to the School District of any required additional special services for participation in this program would impose an undue financial burden on the District.

**Tuition Payments for Technical College Attendance**

The District shall pay to the technical college the cost of a student's tuition for attendance, including any additional costs associated with a student's special services, if applicable, if attendance is permitted, except as follows:

- A. For any course that the Board determines does not meet high school graduation requirements or the Board determines the District provides a comparable course. The student may appeal an adverse decision to the Department of Public Instruction. The Board shall notify the student no less than thirty (30) days prior to the start date of the proposed course if it finds that the course either does not meet high school graduation requirements or is comparable to a course offered in the District.
- B. The student has already completed eighteen (18) postsecondary semester credits.

**Transportation Expenses**

The District is not responsible for transporting a student attending a technical college under this policy to or from the technical college that the student is attending.

### **Reimbursement for Course Failing Grade**

If a student receives a failing grade in a course or fails to complete a course, at a technical college for which the Board has made payment, the student's parent or guardian, or the student if s/he is an adult, may be required by the Board to reimburse the Board the amount paid on the student's behalf to the extent permitted by law to do so. For the purposes of this paragraph, a grade that constitutes a failing grade for a course offered in the School District or constitutes a failing grade for a course taken at a technical college under this section.

-

© Neola ~~2020~~<sup>18</sup>

Legal 38.12(14), Wis. Stats.

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of SCHOOL PERFORMANCE REPORT
Code	po2700.01
Status	
Adopted	October 1, 2015
Last Revised	July 22, 2019

#### 2700.01 - **SCHOOL PERFORMANCE REPORT**

The Board believes that a vital component of the District's educational programs is ensuring that parents and other individuals are informed of the performance of the schools and the School District.

##### **State School Performance Report**

The Board will publish an annual school and school district performance report including all information prescribed by statute. By January 1st of each year, the Board shall notify the parents of each student enrolled in the District of the right to request a school and school district performance report. Parents shall be notified that the performance report will be provided to the parent electronically unless the parent requests a written copy of the report. By May 1st, the Board shall distribute copies of the report to those who have requested, the report including, parents of students enrolled in charter schools located in the District, that have requested the report.

The annual school and School district report shall be made available on the District's website for public viewing.

The report shall generally include the following information, as required or modified by the State Superintendent:

- A. indicators of academic achievement, including the performance of students on Statewide assessment examinations by subject area
- B. dropout, attendance, retention in grade and graduation rates
- C. percentage of habitual truants, percentage of students participating in extracurricular and community activities and advanced placement courses
- D. percentage of graduates in postsecondary educational programs and percentage of graduates entering the workforce
- E. number of suspensions and expulsions, the reasons for, and duration of, the suspensions and expulsions and the length of time students are expelled
- F. staffing and financial data information
- G. number and percentage of resident students attending a course in a nonresident district and the number and percentage of nonresident students attending a course in the district, and
- H. method of reading instruction used in the District

##### **Title I Provisions of the School Performance Report**

In any year that the District receives Title I funding, its school performance report must also include the following information regarding the delivery of Title I services as described in Policy 2261.03.

- A. ~~the number and percentage of schools identified for school improvement and how long they have been in that category~~

- B. ~~a comparison of the achievement by the Districts' students on the Statewide academic assessment to the achievement of students in the State as a whole~~
- C. ~~for each school, whether it has been identified for school improvement, and a comparison of the school's student achievement on the Statewide achievement assessments and other adequate yearly progress indicators to those students in the District and the State as a whole~~
- D. ~~aggregated achievement information on State assessments in math, reading or language arts, and science~~
- E. ~~achievement information for math, reading or language arts, and science disaggregated by race, ethnicity, disability, gender, migrant status, English proficiency, and status as economically disadvantaged, except in cases where numbers are too small to be statistically robust or where the results would reveal personally identifiable information about an individual student~~
- F. ~~the percentage of students not tested, disaggregated with the same conditions as in paragraph E above~~
- G. ~~information that can be used to compare actual achievement levels with State objectives for each group~~
- H. ~~the most recent two (2) year trend data in achievement by subject area and grade level in areas where assessments are required~~
- I. ~~aggregate information on State indicators used to determine adequate yearly progress in achieving State academic achievement indicators~~
- J. ~~graduation rates for high school students~~
- K. ~~information about performance of the District and whether it is making adequate yearly progress, including the number and names of schools identified for school improvement under "Consequences for Low Performing Schools", and~~
- L. ~~the professional qualifications of teachers and the percentage of such teachers teaching with permits or emergency licensure, both in the aggregate and disaggregated by high poverty compared to low poverty schools.~~

~~This information must be disseminated annually, no later than the beginning of the school year, to all buildings and all parents, and made widely available through public means such as posting on the Internet and distribution to local media and public agencies. Distribution to parents should be in an understandable format and in a language the parents can understand. This report to parents may be included with the student report cards at the end of the year, if all students receive report cards.~~

### **School Accountability Reports**

A copy of the accountability reports and ranking levels for each school within the District shall be provided to all parents on an annual basis.

Revised 6/19/17

© Neola ~~2020~~**19**

Legal                                      115.38, Wis. Stats.  
     20 U.S.C. 6311

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of WISCONSIN QUALITY EDUCATOR INITIATIVE
Code	po3125
Status	
Adopted	May 16, 2016
Last Revised	April 23, 2018

### 3125 - WISCONSIN QUALITY EDUCATOR INITIATIVE

The Board is committed to having a quality teacher in every classroom and a strong leader in every building. The Board encourages the use of best educational practices to improve instruction and increase student achievement. To this end, the Board requires that the District seek to hire the most qualified and experienced staff available and that all staff be licensed as required by law.

Attaining and maintaining proper State licensure under P.I. 34, which describes the requirements for attaining and maintaining educator's licensing for practicing in the State, is primarily the licensee's responsibility. However, the Board recognizes its responsibilities under P.I. 34 and supports efforts that promote the effectiveness of staff through career-long preparation and learning and performance-based assessment.

Any teacher employed by the District while holding a Tier II license, and who has fewer than three (3) years of full-time teaching experience, shall be provided all of the following:

- A. Ongoing orientation and support which is collaboratively developed by teachers, administrators, and other School District stakeholders.
- B. A licensed mentor who successfully completed a mentor training program approved by the Wisconsin Department of Public Instruction.

The building administrator is responsible for providing any mentoring, or other support services required for any teacher employed by the District while holding a Tier I license.

~~Under P.I. 34, the Board is required to develop a licensure support plan providing for, at a minimum, ongoing orientation, support seminars and a qualified mentor for initial educators. Accordingly, the Board directs the District Administrator to develop a licensure support plan consistent with the requirements of P.I. 34.~~

~~The District Administrator shall also designate an administrator, subject to approval by the School Board, to serve on each Initial Educator Professional Development Plan Review Team.~~

~~The Board authorizes the District Administrator to investigate the use of inter-district agreements, the use of other agencies and the use of in-district resources in the design and implementation of the licensure support plan.~~

~~The licensure support plan shall be submitted to the Board for review and approval.~~

~~The District Administrator will coordinate the participation of designated administrators serving on the Plan Review Teams.~~

© Neola ~~2017~~ 2020

Legal P.I. 34, Wis. Adm. Code

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of UNREQUESTED LEAVES OF ABSENCE/FITNESS FOR DUTY
Code	po3161
Status	
Adopted	May 16, 2016

### 3161 - UNREQUESTED LEAVES OF ABSENCE/FITNESS FOR DUTY

It is the policy of the Board to protect students and employees from the effects of contagious diseases and other circumstances that render professional staff members unable to perform their duties.

The Board authorizes the District Administrator to place a professional staff member on unrequested leave of absence for physical or mental inability to perform assigned duties in conformance with the law.

The District Administrator ~~may~~ shall require that the professional staff member submit to an appropriate examination by a healthcare provider of the professional staff member's choice, a healthcare provider designated and compensated by the District, or both. ~~a healthcare provider designated and compensated by the District.~~

The professional staff member will be required to execute a medical examination release to the Board/District Administrator that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and allow the District Administrator to speak to the health care provider who conducted the medical examination in order to get clarification. Refusal to submit to an appropriate examination or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation and Board Policy 3122.02, the District Administrator shall direct the provider designated by the Board to conduct the examination not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the District inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider, it shall be treated as a confidential medical record as required by the ADA.

If, as a result of such examination, the professional staff member is found to be unable to perform assigned duties, the professional staff member shall be placed on leave of absence pending further determination of ability to perform duties, including evaluation of any reasonable accommodations in the event of the existence of a disability. ~~until proof of recovery, satisfactory to the District Administrator, is furnished.~~

Should a professional staff member refuse to submit to the examination requested by the District Administrator such refusal shall subject the professional staff member to disciplinary action.

The Board may designate any period of leave under this policy as qualifying leave under State and/or Federal FMLA leave entitlement consistent with Policy 3430.01 as provided by law.

Legal

111.32, et seq., the Wisconsin Fair Employment Act

29 C.F.R., Part 1630

29 C.F.R., Part 1635

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Steve LaVallee on March 1, 2020





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of STUDENT SUPERVISION AND WELFARE
Code	po3213
Status	
Adopted	May 16, 2016
Last Revised	July 22, 2019

### 3213 - STUDENT SUPERVISION AND WELFARE

Professional staff members are frequently confronted with situations which, if handled incorrectly, could result in liability to the District, personal liability to the professional staff member, and/or harm to the welfare of the student(s). It is the intent of the Board to direct the preparation of guidelines that would minimize that possibility.

Each District employee shall maintain a standard of care for the supervision, control, and protection of students commensurate with his/her assigned duties and responsibilities which include, but are not limited to the following standards:

- A. A professional staff member shall report immediately any accident or safety hazard about which s/he is informed or detects to his/her supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.
- B. A professional staff member shall report unsafe, potentially harmful, dangerous, violent or criminal activities, or threat of these activities by students to the District Administrator and local public safety agencies and/or school officials in accordance with Policy 8420 - School Safety.
- C. A professional staff member should not volunteer to assume responsibility for duties s/he cannot reasonably perform. Such assumption carries the same responsibilities as assigned duties.
- D. A professional staff member shall provide proper instruction in the safety matters presented in assigned course guides.
- E. A professional staff member shall not send students on any personal errands.
- F. A professional staff member shall not associate with students at any time in a manner which gives the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as tobacco, alcohol, or drugs. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and District discipline up to and including termination of employment.  
  
This provision should not be construed as precluding a professional staff member from associating with students in private for legitimate or proper reasons or to interfere with familial relationships that may exist between staff and students.
- G. A professional staff member shall not disclose personally identifiable information about a student to third parties unless specifically authorized by law or the student's parent(s) to do so.
- H. A professional staff member shall not transport students for school-related activities in a private vehicle without the approval of the District Office or his/her immediate supervisor and consistent with the provisions of Policy 8660. This does not apply to any student who is the professional staff member's family member.
- I. A student shall not be required to perform work or services that may be detrimental to his/her health.
- J. Staff members are discouraged from engaging students in social media and online networking media (see also Policy 7544), except for appropriate academic, extra-curricular, and/or professional uses only.

K. Staff members are expressly prohibited from posting any picture, video, meme, or other visual depiction, ~~video~~ or comment pertaining to any student on personal or unauthorized social networking media or similar forums.

Since most information concerning a child in school, other than directory information described in Policy 8330 - Student Records, is a confidential student record under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Board Policy 8462, each professional staff member shall report to the proper legal authorities immediately, any sign of suspected child abuse, abandonment, or neglect.

Revised 11/19/18

© Neola ~~2020~~<sup>19</sup>

Legal 48.981, 948, 948.095 Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of CONFLICT OF INTEREST
Code	po3230
Status	
Adopted	May 16, 2016
Last Revised	July 22, 2019

### 3230 - **CONFLICT OF INTEREST**

The proper performance of school business is dependent upon the maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by Board members, and the District's employees, officers and agents and is essential to the Board's commitment to earn and keep the public's confidence in the School District.

For these reasons, the Board adopts the following guidelines to ensure that conflicts of interest do not occur. These guidelines apply to all District employees, officers, and agents, including members of the Board. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all professional employees, officers, and agents. Professional employees are expected to perform their duties in a manner free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner consistent with 19.59, Wis. Stats. The Board's interest in enforcing this policy is to assure that the decisions and actions of public employees retain the public's trust. Therefore, even a conflict relationship that can be viewed as beneficial to the District or that was intended to be beneficial to the District, may still be a violation of this policy.

- A. No professional employee, officer, or agent shall engage in or have financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system. This includes not only those interests that violate state criminal law, which typically requires at least \$15,000 in financial interest, but also lesser valued conflicts that nonetheless create the appearance of using one's public position to secure a private benefit.
- B. Professional employees, officers, and agents shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the School District.

Included, by way of illustration, rather than limitation are the following:

1. the provision of any private lessons or services for a fee unless the provision of services is arranged outside of school and is separate from and in addition to regular support provided to students as part of the staff member's regular duties.
2. soliciting on school premises or under circumstances which are coercive for the private sale of goods or services to students or other employees
3. the use, sale, or improper divulging of any privileged information through his/her access to School District records, about a student or client granted in the course of the employee's, officer's or agent's employment or professional relationship with the School District.
4. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
5. the requirement of students or clients to purchase any private goods or services provided by an employee, officer or agent or any business or professional practitioner with whom any employee, officer or agent has a financial or other relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

- C. Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the District Administrator and approval of the Board of Education **before** entering into any private relationship.
- D. Professional employees, officers, and agents shall not make use of materials, equipment, or facilities of the School District for their own personal financial gain or business interest. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- E. Professional employees, officers, and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee provides more than one-half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee or the employee's dependent who is under the direct or indirect administrative control of the professional employee or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee.

Professional employees, officers, and agents cannot solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

However, pursuant to Federal rules, the School District has set standards for when an employee, officer or agent may accept a gift of an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$50.00 or less.

- F. To the extent that the School District has a parent, affiliate or subsidiary organization, including any charter school authorized by the Board regardless of whether it is an instrumentality of the District or not, that is not a State, local government or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.
- G. Professional employees, officers, and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

- H. Professional employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination.

In the event that, within the course of administering a Federally funded grant program or service to the District, any professional employee that identifies a conflict of interest, a potential conflict of interest, or that the appearance of a conflict of interest may arise in the course of administering the Federal grant funds, the employee must immediately notify either the Federal agency administering the grant in a manner consistent with that particular agencies rules on conflict of interests, or the District employee directly responsible for grant compliance. Such notice shall be provided at the earliest possible time.

It is a violation of this policy to take action or to refrain from taking action, or for an employee to otherwise use his/her public position to obtain a financial gain or anything of substantial value for himself/herself or his/her immediate family, [as defined in 19.42\(7\), Wis. Stats.](#)

Revised 8/22/16  
Revised 11/19/18

© Neola 2019

Legal                      19.42(7), Wis. Stats  
                                  19.59, Wis. Stats.  
                                  946.13, Wis. Stats.  
                                  2 C.F.R. 200.12  
                                  2 C.F.R. 200.113  
                                  2 C.F.R. 200.318  
                                  7 C.F.R. 3016.36(b)(3)  
                                  7 C.F.R. 3019.42



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of GRIEVANCE PROCEDURE
Code	po3340
Status	
Adopted	May 16, 2016
Last Revised	August 22, 2016

### 3340 - **GRIEVANCE PROCEDURE**

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees shall be provided an opportunity to resolve certain matters affecting employment that the employee believes to be unjust.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall imply a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant, including the category of the grievance (i.e., employee termination, discipline, or workplace safety);
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

#### **A. Principal/Supervisor:**

Any employee that believes s/he has a matter subject to the grievance procedure shall present the grievance to his/her immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal/Supervisor shall, within five (5) working days, inform the employee in writing of his/her decision.

#### **B. District Administrator:**

In the event the Principal's/Supervisor's decision does not resolve the problem, the employee may, within five (5) working days of the date the Principal's/Supervisor's written decisions is issued, present his/her grievance in writing to the District Administrator. This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten









Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	EMPLOYEE ANTI-HARASSMENT
Code	po3362
Status	
Adopted	October 17, 2016
Last Revised	July 22, 2019

### 3362 - **EMPLOYEE ANTI-HARASSMENT**

#### **Prohibited Harassment**

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 School District community 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 School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The 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 reoccurrence, and, if applicable, remedy its effects. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means individuals subject to the control and supervision of the Board including, but not limited to, students, teachers, staff, volunteers, and Board members, agents, contractors, or other persons.

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

#### **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

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when:

- A. a supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;
- B. acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
- C. an individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;
- D. such conduct is sufficiently severe, pervasive, and persistent such that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment;
- E. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another employee or otherwise creates a hostile work environment;
- F. inappropriate boundary invasions by a District employee or other adult member of the District into a student's personal space and personal life.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. physical and/or sexual assault;
- C. threats or insinuations that a person's employment, wages, promotion, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;
- E. sexually suggestive objects, pictures, videotapes, audio recordings, or literature, placed in the work or educational environment, which may embarrass or offend individuals;
- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
- H. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
- I. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment; and
- J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual relationships between staff members, where one staff member has supervisory responsibilities over the other, are discouraged as a matter of Board policy. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding the consequences of non-compliance.

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.

## **Boundary Invasions**

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

- A. hugging, kissing, or other physical contact with a student;
- B. telling sexual jokes to students;
- C. engaging in talk containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e. having a "special friend" or a "special relationship");
- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using e-mail, text messaging or websites to discuss personal topics or interests with students;
- I. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
- J. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
- K. going to a student's home for non-educational purposes;
- L. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student);
- M. giving gifts or money to a student for no legitimate educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose;
- O. being overly "touchy" with students
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. getting a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
- S. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;
- U. telling a student "secrets" and having "secrets" with a student;
- V. other similar activities or behavior.

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the District Administrator.

## **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**

Members of the School District community and third parties, which includes all staff, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Compliance Officer at his/her first opportunity.

Members of the School District community or third parties who believe they have been harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. 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 knowledge that it is false.

Reporting procedures are as follows:

- A. Any employee who believes s/he has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the appropriate school official as identified in D below.
- B. Teachers, administrators, and other District officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.
- C. Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to an appropriate school official as identified in D below.
- D. Appropriate District officials are as follows:
  1. Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the District Administrator, who shall assume the role of the District Compliance Officer for such complaints.
  2. Any complaint under this policy regarding the District Administrator or Board Member that is received by the District Compliance Officer shall be referred to the Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.
- E. The reporting party or complainant shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the District Administrator.

F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, the District shall designate both a male and a female District Compliance Officer.

### **District Compliance Officers**

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

Carmen O'Brien  
Business Manager  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5840  
cobrien@manawaschools.org

Daniel Wolfgram  
High School/Junior High School Principal  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5310  
wolfgram@manawaschools.org

The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks and on the School District's web site.

A CO will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct.

The COs are assigned to accept complaints of harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a CO will begin either an investigation or the CO will designate a specific individual to conduct such a process. The CO will prepare recommendations or will oversee the preparation of such recommendations. All members of the School District community should report incidents of harassment that are reported to them to the CO within two (2) business days of learning of the incident.

### **Investigation and Complaint Procedure**

Any employee or other member of the School District community or visitor to the District who believes that s/he has been subjected to harassment or has witnessed harassment of another may seek resolution of his/her complaint through the procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of harassment was substantiated are set forth below.

Once the complaint process begins, the investigation will be complete in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

### **Complaint Procedure**

An individual who believes s/he has been subjected to harassment hereinafter referred to as the "complainant," may file a complaint, either orally or in writing with a teacher, Principal, CO, District Administrator, or other supervisory employee. As noted above, any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who may, in consultation with the other CO, if any, assume the role of the CO for such complaint. ~~Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall assume the role of the CO for such complaints.~~

Due to the sensitivity surrounding complaints of harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal, District Administrator, or other supervisory employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All written complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be actively engaging in, harassment; a detailed description of the facts upon which the complaint is based; and a list of

potential witnesses.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the complainant and/or the alleged harasser. In making such a determination, the CO should consult the Complainant to assess his/her position to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the District Administrator. No temporary arrangements shall be disciplinary to either the complainant or respondent.

Within two (2) business days of receiving a complaint, the CO will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received.

The Respondent is not entitled to receive a copy of any written complaint unless the CO determines it is appropriate to do so; however, the respondent will be informed about the nature of the allegations. The CO shall inform the Respondent of the requirements of this policy, which may include providing the Respondent with a copy of this policy or information about where to find it. Respondent shall be afforded the opportunity to submit a written response to the complaint. The CO shall inform the Respondent of the Respondent's deadline to provide the CO with the written response to the allegations in the complaint.

Within five (5) business days of receiving the complaint, the CO will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

- A. interviews with the complainant;
- B. interviews with the respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the complainant has been subject to harassment. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may (.) in consultation with the District Administrator or Board President, if the complaint involves the District Administrator [END OF OPTION] engage outside legal counsel to conduct the investigation consistent with this policy.

~~The CO may consult with the School Board Attorney before finalizing the report to the District Administrator.~~

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the District Administrator's final decision will be delivered to both the complainant and the respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

The decision of the District Administrator shall be final. If the investigation results in disciplinary action, the employee subject to discipline is entitled to file a grievance pursuant to Board Policy 3340. Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission or the Wisconsin Equal Rights Division.

The Board reserves the right to investigate and resolve a complaint or report of harassment regardless of whether the member of the School District community or third party alleging the harassment pursues the complaint. The Board also reserves the right to have the

formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

All timelines pertinent to the investigation process are intended to be guidelines to assure that the investigation proceeds with all deliberate efficiency. Failure of the CO to meet any specific timeline does not invalidate the investigation or provide a defense to the allegations.

### **Privacy/Confidentiality**

The School District will employ reasonable efforts to protect the rights of the Complainant, the Respondent(s), and all the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligation in an investigation of harassment. The School District will respect the privacy of the complainant, the respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality, however, cannot be guaranteed. All complainants proceeding through the formal investigation process should be advised that their identities may be disclosed to the respondent.

During the course of an investigation, the CO will determine whether confidentiality during the investigation process is necessary to protect the interests and reputations of those involved and/or to protect the integrity of the investigation and if so, shall instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

### **Directives During Investigation**

The CO may recommend to the District Administrator placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such recommendation to the Board. Administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a *Garrity* warning apprising the person of his/her obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

### **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law. When imposing discipline, the District Administrator shall consider the totality of the circumstances. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

All sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

### **Allegations Constituting Criminal Conduct**

If the CO has reason to believe that the complainant has been the victim of criminal conduct, such knowledge should be reported to local law enforcement. After such report has been made, the District Administrator shall be advised that local law enforcement was notified.

If the complainant has been the victim of criminal conduct and the accused is the District Administrator, such knowledge should be reported by the CO to local law enforcement. After such report has been made the Board President shall be advised that local law enforcement was notified.

Any reports made to local law enforcement shall not terminate the CO's obligation and responsibility to continue to investigate a complaint of harassment. While the CO may work cooperatively with outside agencies to conduct concurrent investigations, the harassment investigation shall not be stopped due to the involvement of outside agencies without good cause and after consultation with the District Administrator.

### **Reprisal**

Submission of a good faith complaint or report of harassment will not affect the complainant's or reporter's work status or work environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about

such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.

The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **Miscellaneous**

The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address, and telephone number of the COs, the name, mailing address, and telephone number of the State agency responsible for investigating allegations of discrimination in educational employment, and the mailing address and telephone number of the United States Equal Opportunity Employment Commission.

A link to this policy and any related administrative guidelines shall appear in the employee handbook and a copy shall be made available upon request of employees and other interested parties.

### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of harassment. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff at such times as the Board in consultation with the District Administrator determines is necessary or appropriate.

The Board will respect the privacy of the complainant, the individuals against whom the complaint is filed, and the witnesses as much as practicable, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery, disclosure, or other legal obligations.

### **Retention of Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).



The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

© Neola ~~2020~~<sup>19</sup>

Legal

- Wis. Stats. 111.31, 118.195, 118.20
- 20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as The Individuals with Disabilities Act)
- 20 U.S.C. 1681 et seq.
- 20 U.S.C. 1681 et seq., Title IX
- 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
- 29 U.S.C. 794, Rehabilitation Act of 1973
- 29 C.F.R. Part 1635
- 29 U.S.C. 6101, The Age Discrimination Act of 1975
- 42 U.S.C. 2000d et seq.
- 42 U.S.C. 2000e et seq.
- 42 U.S.C. 1983
- 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of LEAVES OF ABSENCE
Code	po3430
Status	
Adopted	May 16, 2016
Last Revised	July 17, 2017

#### 3430 - LEAVES OF ABSENCE

~~Any professional staff member may request a discretionary voluntary leave of absence from the Board.~~

Employees must submit a written request for an unpaid leave of absence to the Board. The Board may grant the request for a leave of absence at its discretion. The leave of absence will begin and end on the dates approved by the Board. A leave of absence may not exceed twelve (12) calendar months.

Employee participation in fringe benefits will be discontinued during a leave of absence. The employee may remain a member of the District's group insurance plans (to the extent permitted by the carrier); however, he/she must pay the premiums to the District during the leave of absence.

Sick leave will not accrue during a leave of absence; however, any accumulated sick leave at the time of the leave of absence will be reinstated upon return.

Any professional staff member granted a leave of absence by the Board shall be considered to have ~~stopped performance of~~ terminated all work with the District until the completion of the leave. Exceptions may be made by the District Administrator in cases where the best interest of the District might be served.

© Neola ~~2020~~16

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of EMPLOYEE LEAVES
Code	po3431
Status	
Adopted	May 16, 2016
Last Revised	July 17, 2017

### 3431 - **EMPLOYEE LEAVES**

The Board recognizes that there may be instances in which employees can not report to work and recognizes that in certain circumstances it is appropriate to provide compensation or job protection during those absences. The leave provided for in this policy is provided in conjunction with other Board leave policies, including Policy 3430.01 (FMLA) and Policy 3430 (extended leave).

#### A. Bereavement Leave

[.] Staff members are eligible for bereavement leave as specified in the Employee Handbook. [END OF OPTION]

#### B. Military Leave

Staff members will be afforded protected leave from employment to perform their obligations to the United States Armed Forces, whether for reserve duty or a call to active duty, and potential deployment. Leave shall be provided in accordance with the law.

#### C. Leave for Jury Duty

Staff members who are called to perform their civic responsibility as potential jurors shall be excused without penalty for any days or portion of days on which the staff member is required to report. Staff members shall inform their immediate supervisor when they are called for jury duty or a court appearance. Staff members that miss work due to jury duty must provide verification from the court that they attended on that date.

Staff members receive full pay and are required to designate the school as the payee on the check received from the court or pay the amount shown on their jury duty record slip less travel allowance within fifteen (15) days of return from jury duty.

While on jury duty, staff members are required to report daily their schedule for the following day and must report to work when excused for a day or more.

Staff members must submit to the Business Manager a court record of the number of days served.

#### D. Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver

A staff member who is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;

2. When dispatched to an emergency, makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and
3. When late for or absent from work due to responding to an emergency, provides, on the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.

When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

#### E. Organ Donor Leave

A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo a bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that s/he will serve as a donor and the amount of leave time necessary.

Leave taken for this purpose is unpaid, however, an employee is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. An employee must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The employee will be returned to the same position upon return or if that position is no longer available an equivalent position and shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's FMLA policy, Policy 3430.01.

#### F. Leave for Voting

A staff member who is eligible to vote may take up to three (3) consecutive hours of unpaid leave to vote while the polls are open on Election Day. The staff member must submit a leave request to the District Administrator prior to Election Day. The District Administrator must approve the leave, but may identify a specific three (3) hour period during the staff member's work hours that the staff member is permitted to utilize for voting.

Leave for voting is provided on an unpaid basis. However, the District Administrator may approve the leave with pay or allow the employee to substitute paid leave for the unpaid Election Day leave. Staff members may not be penalized for using voting leave.

#### G. Election Official Leave

The District Administrator shall approve a one (1) day unpaid leave of absence for any staff member who is appointed to serve as an election official, provided the staff member has given the District at least seven (7) days' notice of the leave. In accordance with State law, the District may request confirmation from the municipal clerk of the staff member's appointment as an election official.

Leave to serve as an election official is provided on an unpaid basis. If available, a staff member may substitute paid leave such as personal leave. Staff members may not be penalized for using leave to serve as an election official.

#### H. Leave to Testify

Any employee who is issued a subpoena to testify in a criminal court proceeding shall be provided the following:

-

1. If the proceeding relates to a criminal matter under Chapters 48 or 938 of the Wisconsin Statutes, the employee may not be discharged from employment for absences due to testifying, provided that the employee provides notice within one (1) business day of receiving the subpoena;
- 
2. Any employee subpoenaed to testify in a matter that involves a crime committed against the employer or against the employee in the course of employment (including an act committed by a juvenile that would be a crime if committed by an adult), shall be provided paid time off to do so such that no loss of wages or benefits occurs as a result of compliance with the subpoena.





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of UNREQUESTED LEAVES OF ABSENCE/FITNESS FOR DUTY
Code	po4161
Status	
Adopted	May 16, 2016
Last Revised	July 17, 2017

#### 4161 - UNREQUESTED LEAVES OF ABSENCE/FITNESS FOR DUTY

It is the policy of the Board to protect the students and employees of this District from the effects of contagious diseases and other circumstances that render support staff members unable to perform their duties.

The Board authorizes the District Administrator to place a support staff member on sick leave or suspend a support staff member for physical or mental disability to perform assigned duties in conformance with the law.

The District Administrator shall require that the support staff member submits to an appropriate examination by a healthcare provider designated by the support staff member, or a healthcare provider designated by the Board and compensated by the District, or both. ~~by the Board and compensated by the District.~~

The staff member will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board/District Administrator and to allow the District Administrator to speak to the health care provider who conducted the medical examination in order to get clarification. Refusal to submit to an appropriate examination or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation and Board Policy 4122.02, the District Administrator shall direct the provider designated by the Board to conduct the examination not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the District inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider, it shall be treated as a confidential medical record as required by the ADA.

If, as a result of his/her such examination, the support staff member is found to be unfit to perform assigned duties, the support staff member shall be placed on leave with such compensation to which s/he is entitled pending further determination of ability to perform duties, including an evaluation of any reasonable accommodations in the event of the existence of a disability. ~~until proof of recovery, satisfactory to the District Administrator, is furnished.~~

Should a support staff member refuse to submit to an examination following the exhaustion of proper appeals, the District Administrator shall consider the certification of charges for reasons of insubordination.

The District Administrator may designate any period of leave under this policy as qualifying leave under State and/or Federal FMLA leave entitlement consistent with Policy 4430.01 as provided by law.

Legal

111.32 et seq. the Wisconsin Fair Employment Act

29 C.F.R. Part 1630

29 C.F.R. Part 1635

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Steve LaVallee on March 9, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of STUDENT SUPERVISION AND WELFARE
Code	po4213
Status	
Adopted	May 16, 2016
Last Revised	July 22, 2019

#### 4213 - STUDENT SUPERVISION AND WELFARE

Support staff members may be confronted with situations which, if handled incorrectly, could result in liability to the District, personal liability to the staff member, and/or harm to the welfare of the student(s). It is the intent of the Board to direct the preparation of guidelines that would minimize that possibility.

Each District support staff member shall maintain a standard of care for the supervision, control, and protection of students commensurate with his/her assigned duties and responsibilities which include, but are not limited to the following standards:

- A. A support staff member shall report immediately any accident or safety hazard about which s/he is informed or detects to his/her supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.
- B. A support staff member shall report unsafe, potentially harmful, dangerous, violent or criminal activities, or threat of these activities by students to the District Administrator and local public safety agencies and/or school officials in accordance with Policy 8420 - School Safety.
- C. A support staff member shall not send students on any personal errands.
- D. A support staff member shall not associate with students at any time in a manner which gives the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as tobacco, alcohol, or drugs. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and District discipline up to and including termination of employment.

This provision should not be construed as precluding a support staff member from associating with students in private for legitimate or proper reasons or to interfere with familial relationships that may exist between staff and students.

- E. A support staff member shall not disclose personally identifiable information about a student to third parties unless specifically authorized by law or the student's parent(s) to do so.
- F. A support staff member shall not transport students for school-related activities in a private vehicle without the approval of the District Office or his/her immediate supervisor and consistent with the provisions of Policy 8660. This does not apply to any student who is the support staff member's family member.
- G. A student shall not be required to perform work or services that may be detrimental to his/her health.
- H. Staff members are discouraged from engaging students in social media and online networking media (see also Policy 7544), except for appropriate academic, extra-curricular, and/or professional uses only.
- I. Staff members are expressly prohibited from posting any picture, video, meme, or other visual depiction, ~~video~~ or comment pertaining to any student on personal or unauthorized social networking media or similar forums.

Since most information concerning a child in school, other than directory information described in Policy 8330 - Student Records, is a confidential student record under Federal and State laws, any staff member who shares confidential information with another person not



authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Board Policy 8462, each support staff member shall report to the proper legal authorities immediately, any sign of suspected child abuse, abandonment, or neglect.

© Neola ~~2020~~<sup>19</sup>

Legal 48.981, 948, 948.095 Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of CONFLICT OF INTEREST
Code	po4230
Status	
Adopted	May 16, 2016
Last Revised	July 22, 2019

#### 4230 - **CONFLICT OF INTEREST**

The proper performance of school business is dependent upon the maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by Board members, and District's employees, officers and agents and is essential to the Board's commitment to earn and keep public confidence in the School District.

For these reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines apply to all District employees, officers, and agents, including members of the Board. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all support employees, officers, and agents. Support employees are expected to perform their duties in a manner free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner consistent with 19.59, Wis. Stats. The Board's interest in enforcing this policy is to assure that the decisions and actions of public employees retain the public's trust. Therefore, even a conflict relationship that can be viewed as beneficial to the District or that was intended to be beneficial to the District, may still be a violation of this policy.

- A. No support employee, officer, or agent shall engage in or have financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system. This includes not only those interests that violate State criminal law, which typically requires at least \$15,000 in financial interest, but also lesser valued conflicts that nonetheless create the appearance of using one's public position to secure a private benefit.
- B. Support employees, officers, and agents shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the School District.

Included, by way of illustration, rather than limitation are the following:

1. the provision of any private lessons or services for a fee unless the provision of services is arranged outside of school and is separate from and in addition to regular support provided to students as part of the staff member's regular duties.
2. soliciting on school premises or under circumstances which are coercive for the private sale of goods or services to students or other employees
3. the use, sale, or improper divulging of any privileged information through his/her access to School District records about a student or client granted in the course of the employee's, officer's or agent's employment or professional relationship with the School District.s
4. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
5. the requirement of students or clients to purchase any private goods or services provided by an employee, officer or agent or any business or professional practitioner with whom any employee, officer or agent has a financial or other relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

- C. Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the District Administrator and approved by the Board of Education **before** entering into any private relationship.
- D. Support employees shall not make use of materials, equipment, or facilities of the School District for their own personal financial gain or business interest. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- E. Support employees, officers, and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee provides more than one-half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee or the employee's dependent who is under the direct or indirect administrative control of the professional employee or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee.

Support employees, officers, and agents cannot solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

However, pursuant to Federal rules, the School District has set standards for when an employee, officer or agent may accept a gift of an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$50.00 or less.

- F. To the extent that the School District has a parent, affiliate or subsidiary organization, including any charter school authorized by the Board regardless of whether it is an instrumentality of the District or not, that is not a State, local government or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.
- G. Support employees, officers, and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

- H. Support employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination.

In the event that, within the course of administering a Federally funded grant program or service to the District, any employee that identifies a conflict of interest, a potential conflict of interest, or that the appearance of a conflict of interest may arise in the course of administering the Federal grant funds, the employee must immediately notify either the Federal agency administering the grant in a manner consistent with that particular agencies rules on conflict of interests, or the District employee directly responsible for grant compliance. Such notice shall be provided at the earliest possible time.

It is a violation of this policy to take action or to refrain from taking action, or for an employee to otherwise use his/her public position to obtain a financial gain or anything of substantial value for himself/herself or his/her immediate family, [as defined in 19.42\(7\), Wis. Stats.](#)

Revised 8/22/16  
Revised 11/19/18

© Neola 2020~~19~~

- Legal
  - 19.42(7), Wis. Stats
  - 19.59, 946.13, Wis. Stats.
  - 2 C.F.R. 200.12
  - 2 C.F.R. 200.113
  - 2 C.F.R. 200.318
  - 7 C.F.R. 3016.36(b)(3)
  - 7 C.F.R. 3019.42



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	GRIEVANCE PROCEDURE
Code	po4340
Status	
Adopted	May 16, 2016
Last Revised	August 22, 2016

#### 4340 - **GRIEVANCE PROCEDURE**

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees shall be provided an opportunity to resolve certain matters affecting employment that the employee believes to be unjust.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall imply a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant, including the category of the grievance (i.e., employee termination, discipline, or workplace safety);
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

#### **A. Principal/Supervisor:**

Any employee that believes s/he has a matter subject to the grievance procedure shall present the grievance to his/her immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal/Supervisor shall, within five (5) working days, inform the employee in writing of his/her decision.

#### **B. District Administrator:**

In the event the Principal's/Supervisor's decision does not resolve the problem, the employee may, within five (5) working days of the date the Principal's/Supervisor's written decisions is issued, present his/her grievance in writing to the District Administrator. This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten

(10) working days. This step does not apply to any grievance related to action by the Board that directly affects the grievant.

### C. Hearing Before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) working days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an impartial hearing officer. The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. If the District Administrator denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determined that the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the District Administrator the responsibility to arrange for such hearing with one of the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one (1) individual to attend the hearing as a representative.

Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any Board policy and may not issue decisions on matters not presented to the Principal/Supervisor in the initial grievance. Any ~~fees or costs charged~~~~incurred~~ by the impartial hearing officer shall be paid by the (.) District (.) split evenly between the grievant and the District.

### D. Board:

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten (10) working days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall revise the decision of the impartial hearing officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose.

The Board's decision shall be by a majority vote of a quorum present, which~~and~~ shall be final.

This procedure constitutes the exclusive process for the redress of employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration has final authority, subject to any applicable Board policy or directive, to resolve the matter.

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under Federal or State law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risks.
- B. "Termination" does not include voluntary resignation or retirement, or the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include position elimination due to a reduction in force under Policy 3131.
- C. "Employee discipline" refers to unpaid suspensions written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file

Revised 8/22/16

© Neola 2020~~15~~

Legal 118.22, Wis. Stats.  
118.24, Wis. Stats.





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	EMPLOYEE ANTI-HARASSMENT
Code	po4362
Status	
Adopted	October 17, 2016
Last Revised	July 22, 2019

#### 4362 - **EMPLOYEE ANTI-HARASSMENT**

##### **Prohibited Harassment**

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 School District community 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 School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The 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. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means individuals subject to the control and supervision of the Board including, but not limited to, students, teachers, staff, volunteers, and Board members, agents, contractors, or other persons.

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

##### **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

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when:

- A. a supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;
- B. acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
- C. an individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;
- D. such conduct is sufficiently severe, pervasive, and persistent such that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment;
- E. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another employee or otherwise creates a hostile work environment;
- F. inappropriate boundary invasions by a District employee or other adult member of the District into a student's personal space and personal life.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. physical and/or sexual assault;
- C. threats or insinuations that a person's employment, wages, promotion, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;
- E. sexually suggestive objects, pictures, videotapes, audio recordings, or literature, placed in the work or educational environment, which may embarrass or offend individuals;
- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
- H. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
- I. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment; and
- J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual relationships between staff members, where one staff member has supervisory responsibilities over the other, are discouraged as a matter of Board policy. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding the consequences of non-compliance.

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.

## **Boundary Invasions**

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

- A. hugging, kissing, or other physical contact with a student;
- B. telling sexual jokes to students;
- C. engaging in talk containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e. having a "special friend" or a "special relationship");
- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using e-mail, text messaging or websites to discuss personal topics or interests with students;
- I. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
- J. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
- K. going to a student's home for non-educational purposes;
- L. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student);
- M. giving gifts or money to a student for no legitimate educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose;
- O. being overly "touchy" with students
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. getting a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
- S. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;
- U. telling a student "secrets" and having "secrets" with a student;
- V. other similar activities or behavior.

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the District Administrator.

## **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**

Members of the School District community and third parties, which includes all staff, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Compliance Officer at his/her first opportunity.

Members of the School District community or third parties who believe they have been harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. 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 knowledge that it is false.

Reporting procedures are as follows:

- A. Any employee who believes s/he has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the appropriate school official as identified in D below.
- B. Teachers, administrators, and other District officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.
- C. Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to an appropriate school official as identified in D below.
- D. Appropriate District officials are as follows:
  1. Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the District Administrator, who shall assume the role of the District Compliance Officer for such complaints.
  2. Any complaint under this policy regarding the District Administrator or Board Member that is received by the District Compliance Officer shall be referred to the Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.
- E. The reporting party or complainant shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the District Administrator.

F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, the District shall designate both a male and a female District Compliance Officer.

### **District Compliance Officers**

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

Carmen O'Brien  
Business Manager  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5840  
cobrien@manawaschools.org

Daniel Wolfgram  
High School/Junior High School Principal  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5310  
wolfgram@manawaschools.org

The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks and on the School District's web site.

A CO will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct.

The COs are assigned to accept complaints of harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a CO will begin either an investigation or the CO will designate a specific individual to conduct such a process. The CO will prepare recommendations or will oversee the preparation of such recommendations. All members of the School District community should report incidents of harassment that are reported to them to the CO within two (2) business days of learning of the incident.

### **Investigation and Complaint Procedure**

Any employee or other member of the School District community or visitor to the District who believes that s/he has been subjected to harassment or has witnessed harassment of another may seek resolution of his/her complaint through the procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of harassment was substantiated are set forth below.

Once the complaint process begins, the investigation will be complete in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

### **Complaint Procedure**

An individual who believes s/he has been subjected to harassment hereinafter referred to as the "complainant," may file a complaint, either orally or in writing with a teacher, Principal, CO, District Administrator, or other supervisory employee. As noted above, any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who may, in consultation with the other CO, if any, assume the role of the CO for such complaint. ~~Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall assume the role of the CO for such complaints.~~

Due to the sensitivity surrounding complaints of harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal, District Administrator, or other supervisory employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All written complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be actively engaging in, harassment; a detailed description of the facts upon which the complaint is based; and a list of

potential witnesses.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the complainant and/or the alleged harasser. In making such a determination, the CO should consult the Complainant to assess his/her position to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the District Administrator. No temporary arrangements shall be disciplinary to either the complainant or respondent.

Within two (2) business days of receiving a complaint, the CO will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received.

The Respondent is not entitled to receive a copy of any written complaint unless the CO determines it is appropriate to do so; however, the respondent will be informed about the nature of the allegations. The CO shall inform the Respondent of the requirements of this policy, which may include providing the Respondent with a copy of this policy or information about where to find it. Respondent shall be afforded the opportunity to submit a written response to the complaint. The CO shall inform the Respondent of the Respondent's deadline to provide the CO with the written response to the allegations in the complaint.

Within five (5) business days of receiving the complaint, the CO will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

- A. interviews with the complainant;
- B. interviews with the respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the complainant has been subject to harassment. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may (.) in consultation with the District Administrator or Board President, if the complaint involves the District Administrator [END OF OPTION] engage outside legal counsel to conduct the investigation consistent with this policy.

~~The CO may consult with the School Board Attorney before finalizing the report to the District Administrator.~~

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the District Administrator's final decision will be delivered to both the complainant and the respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

The decision of the District Administrator shall be final. If the investigation results in disciplinary action, the employee subject to discipline is entitled to file a grievance pursuant to Board Policy 3340. Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission or the Wisconsin Equal Rights Division.

The Board reserves the right to investigate and resolve a complaint or report of harassment regardless of whether the member of the School District community or third party alleging the harassment pursues the complaint. The Board also reserves the right to have the

formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

All timelines pertinent to the investigation process are intended to be guidelines to assure that the investigation proceeds with all deliberate efficiency. Failure of the CO to meet any specific timeline does not invalidate the investigation or provide a defense to the allegations.

### **Privacy/Confidentiality**

The School District will employ reasonable efforts to protect the rights of the Complainant, the Respondent(s), and all the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligation in an investigation of harassment. The School District will respect the privacy of the complainant, the respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality, however, cannot be guaranteed. All complainants proceeding through the formal investigation process should be advised that their identities may be disclosed to the respondent.

During the course of an investigation, the CO will determine whether confidentiality during the investigation process is necessary to protect the interests and reputations of those involved and/or to protect the integrity of the investigation and if so, shall instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

### **Directives During Investigation**

The CO may recommend to the District Administrator placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such recommendation to the Board. Administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a *Garrity* warning apprising the person of his/her obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

### **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law. When imposing discipline, the District Administrator shall consider the totality of the circumstances. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

All sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

### **Allegations Constituting Criminal Conduct**

If the CO has reason to believe that the complainant has been the victim of criminal conduct, such knowledge should be reported to local law enforcement. After such report has been made, the District Administrator shall be advised that local law enforcement was notified.

If the complainant has been the victim of criminal conduct and the accused is the District Administrator, such knowledge should be reported by the CO to local law enforcement. After such report has been made the Board President shall be advised that local law enforcement was notified.

Any reports made to local law enforcement shall not terminate the CO's obligation and responsibility to continue to investigate a complaint of harassment. While the CO may work cooperatively with outside agencies to conduct concurrent investigations, the harassment investigation shall not be stopped due to the involvement of outside agencies without good cause and after consultation with the District Administrator.

### **Reprisal**

Submission of a good faith complaint or report of harassment will not affect the complainant's or reporter's work status or work environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about

such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.

The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **Miscellaneous**

The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address, and telephone number of the COs, the name, mailing address, and telephone number of the State agency responsible for investigating allegations of discrimination in educational employment, and the mailing address and telephone number of the United States Equal Opportunity Employment Commission.

A link to this policy and any related administrative guidelines shall appear in the employee handbook and a copy shall be made available upon request of employees and other interested parties.

### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of harassment. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff at such times as the Board in consultation with the District Administrator determines is necessary or appropriate.

The Board will respect the privacy of the complainant, the individuals against whom the complaint is filed, and the witnesses as much as practicable, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery, disclosure, or other legal obligations.

### **Retention of Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

© Neola ~~2020~~<sup>19</sup>

Legal

- Wis. Stats. 111.31, 118.195, 118.20
- 20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as The Individuals with Disabilities Act)
- 20 U.S.C. 1681 et seq.
- 20 U.S.C. 1681 et seq., Title IX
- 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
- 29 U.S.C. 794, Rehabilitation Act of 1973
- 29 C.F.R. Part 1635
- 29 U.S.C. 6101, The Age Discrimination Act of 1975
- 42 U.S.C. 2000d et seq.
- 42 U.S.C. 2000e et seq.
- 42 U.S.C. 1983
- 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Steve LaVallee on March 1, 2020





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of LEAVES OF ABSENCE
Code	po4430
Status	
Adopted	May 16, 2016
Last Revised	July 17, 2017

#### 4430 - LEAVES OF ABSENCE

Any support staff member may request a discretionary voluntary leave of absence from the Board. All requests shall state the reason for the leave and the expected duration of the leave.

All requests for unpaid leaves of absence by support staff members shall be presented to the Board for approval and shall state the reason for the leave and the expected duration of the leave.

This policy governs leaves in addition to leave under Policy 4430.01 (FMLA); however, any leave under this policy that is also qualifying leave under Policy 4430.01 will be designated as such and count towards the employee's leave entitlement. Approved leave under this policy shall state the conditions applicable to the employee's return to work. Nothing in this policy shall serve as a guarantee of any job protection for leave beyond otherwise protected leave.

Any support staff member granted a leave of absence shall be considered to have stopped performance of~~terminated~~ all work with the District until completion of the leave. Exceptions may be made by the District Administrator in cases where the best interests of the District might be served.

© Neola ~~2020~~**16**

Last Modified by Steve LaVallee on March 12, 2020

Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	EMPLOYEE LEAVES
Code	po4431
Status	
Adopted	May 16, 2016
Last Revised	July 17, 2017

#### 4431 - **EMPLOYEE LEAVES**

The Board recognizes that there may be instances in which employees can not report to work and recognizes that in certain circumstances it is appropriate to provide compensation or job protection during those absences. The leave provided for in this policy is provided in conjunction with other Board leave policies, including Policy 3430.01 (FMLA) and Policy 3430 (extended leave).

##### A. Bereavement Leave

[.] Staff members are eligible for bereavement leave as specified in the Employee Handbook. [END OF OPTION]

##### B. Military Leave

Staff members will be afforded protected leave from employment to perform their obligations to the United States Armed Forces, whether for reserve duty or a call to active duty, and potential deployment. Leave shall be provided in accordance with the law.

##### C. Leave for Jury Duty

Staff members who are called to perform their civic responsibility as potential jurors shall be excused without penalty for any days or portion of days on which the staff member is required to report. Staff members shall inform their immediate supervisor when they are called for jury duty or a court appearance. Staff members that miss work due to jury duty must provide verification from the court that they attended on that date.

Staff members receive full pay and are required to designate the school as the payee on the check received from the court or pay the amount shown on their jury duty record slip less travel allowance within fifteen (15) days of return from jury duty.

While on jury duty, staff members are required to report daily their schedule for the following day and must report to work when excused for a day or more.

Staff members must submit to the Business Manager a court record of the number of days served.

##### D. Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver

A staff member who is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;

2. When dispatched to an emergency, makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and
3. When late for or absent from work due to responding to an emergency, provides, on the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.

When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

#### E. Organ Donor Leave

A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo a bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that s/he will serve as a donor and the amount of leave time necessary.

Leave taken for this purpose is unpaid, however, an employee is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. An employee must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The employee will be returned to the same position upon return or if that position is no longer available an equivalent position and shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's FMLA policy, Policy 3430.01.

#### F. Leave for Voting

A staff member who is eligible to vote may take up to three (3) consecutive hours of unpaid leave to vote while the polls are open on Election Day. The staff member must submit a leave request to the District Administrator prior to Election Day. The District Administrator must approve the leave, but may identify a specific three (3) hour period during the staff member's work hours that the staff member is permitted to utilize for voting.

Leave for voting is provided on an unpaid basis. However, the District Administrator may approve the leave with pay or allow the employee to substitute paid leave for the unpaid Election Day leave. Staff members may not be penalized for using voting leave.

#### G. Election Official Leave

The District Administrator shall approve a one (1) day unpaid leave of absence for any staff member who is appointed to serve as an election official, provided the staff member has given the District at least seven (7) days' notice of the leave. In accordance with State law, the District may request confirmation from the municipal clerk of the staff member's appointment as an election official.

Leave to serve as an election official is provided on an unpaid basis. If available, a staff member may substitute paid leave such as personal leave. Staff members may not be penalized for using leave to serve as an election official.

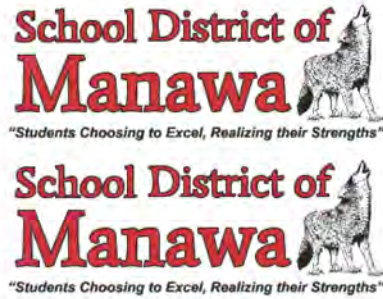
#### H. Leave to Testify

Any employee who is issued a subpoena to testify in a criminal court proceeding shall be provided the following:

-

1. If the proceeding relates to a criminal matter under Chapters 48 or 938 of the Wisconsin Statutes, the employee may not be discharged from employment for absences due to testifying, provided that the employee provides notice within one (1) business day of receiving the subpoena;
- 
2. Any employee subpoenaed to testify in a matter that involves a crime committed against the employer or against the employee in the course of employment (including an act committed by a juvenile that would be a crime if committed by an adult), shall be provided paid time off to do so such that no loss of wages or benefits occurs as a result of compliance with the subpoena.





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of OPEN ENROLLMENT PROGRAM (Inter-District)
Code	po5113
Status	
Adopted	June 20, 2016
Last Revised	November 18, 2019

#### 5113 - OPEN ENROLLMENT PROGRAM (Inter-District)

The District will participate in the Wisconsin Public School Open Enrollment Program in accordance all with applicable law and the relevant policies and rules of the District, all as amended from time-to-time.

#### **DEFINITIONS**

The following definitions will apply to the District's Open Enrollment Program.

##### **A. Non-Resident District**

A school district located in Wisconsin that is not a student's district of residence.

##### **B. Non-Resident Student**

A student who is a legal resident or otherwise legally entitled to attend school in another school district in Wisconsin and who seeks admission to this District under the Open Enrollment Program.

##### **C. Tuition Student**

A non-resident student who is a resident of the State of Wisconsin and who pays tuition in accordance with State law.

##### **D. Full-Time Enrollment**

A student is enrolled for the entire school day and receives all of his/her required education in this District.

##### **E. Class Size**

The District's determination of the maximum number of students who can be accommodated properly in a particular classroom without jeopardizing the quality of the instructional program. Circumstances such as enrollment projections for a particular school, class, or program may influence optimum class size.

##### **F. Program Size**

The enrollment or size restrictions in a specific program within a class or building. The District reserves the exclusive right to establish program size and to limit enrollment based upon the capability to properly allocate available resources, create and maintain a proper learning environment, and comply with contracts, grants, and applicable laws and regulations.

##### **G. Resident Student**

A student who is a legal resident of this District and is consequently entitled to attend school in this District in accordance with Policy 5111 - Eligibility of Resident/Non-resident Students.

## FULL-TIME OPEN ENROLLMENT

### A. Procedures for Processing of Open Enrollment Applications

If there are more applications than spaces, the Board will fill the available spaces by random selection, provided that first priority will be given to non-resident students already attending District schools and their siblings.

If the District determines that space is not otherwise available for open enrollment students in the grade or program to which an individual has applied, the District may nevertheless accept a student or the sibling of a student who is already attending in the District.

The District will establish a numbered waiting list of all applicants. When all available slots have been filled by randomly selecting names from all applicants, the remaining names will be drawn randomly and placed on the waiting list in order of selection.

After the date specified in s. 118.51(3)(a)3., Wis. Stats., the nonresident school board may approve applications it had initially denied if any of the following cause spaces to become available:

In accordance with 118.51(3)(a)3, Wis. Stats., except as provided under sub. (5)(d)1., on or before the first Friday following the first Monday in June following receipt of the application, the nonresident school board shall notify the applicant, in writing, whether it has accepted the application.

1. A parent notifies the nonresident school board that the student will not attend the nonresident school district.
2. A parent fails to provide the notification required in s. 118.51(3)(a)6., Wis. Stats.
3. The Board determines that additional spaces have become available since its determination at the January Board meeting.

### B. Decisional Criteria for Non-Resident Applications

Decisions on non-resident open enrollment applications will be based only on the following criteria:

1. Whether the Board has determined there is space in the schools, programs, classes, or grades within the District for non-resident students~~space available for non-resident transfer students.~~ The Board shall determine during a regular meeting each January the number of regular education and special education spaces available at each level, each building, and in each program, or shall determine that it will not set space limitations for open enrollment at any building, level, or program.~~anticipated space available for the next school year in the schools, programs, classes and grades of the District.~~ In determining the amount of space available, the District will count resident students, tuition waiver students under 121.84 Wis. Stats., and may include in its counted occupied spaces students and siblings of students who have applied under Section 118.51(3)(a) and are already attending public school in the District.

Other factors the District Administrator shall consider include, but shall not be limited to the following:

- a. District practices, policies, procedures or other factors regarding class size ranges for particular programs or classes.
  - b. District practices, policies, procedures or other factors regarding faculty-student ratio ranges for particular programs, classes or buildings.
  - c. Enrollment projections for the schools of the District that include, but are not limited to, the following factors: the likely short-and long-term economic development in the community, projected student transfers in and out of the District, preference requirements for siblings of non- resident open enrollment students, the required length of K-12 attendance opportunities for open enrollment students, and current and future space needs for special programs, laboratories (e.g. in technology or foreign languages) or similar District educational initiatives.
  - d. The number of non-resident students currently attending the schools of the District for whom tuition is paid by another district under Section 121.78(1)(a), Wis. Stats.
  - e. The number of resident home schooled or private school students likely to attend the schools of the District in accordance with Section 118.415, Wis. Stats.
2. Whether an applicant for a pre-kindergarten, early childhood resides in a district that offers the program for which application is made.

3. Whether the non-resident student has been expelled from any school district within the current school year or the two (2) preceding school years, or is pending any disciplinary proceeding, based on any of the following activities:

- a. Conveying or causing to be conveyed any threat or false information concerning an attempt or alleged attempt being made or to be made, to destroy school property by means of explosives.
- b. Engaging in conduct while at school or under school supervision that endangered the health, safety or property of others.
- c. Engaging in conduct while not at school or while not under the supervision of a school authority that endangered the health, safety, or property of others at school or under the supervision of a school authority or of any school employee or Board member.
- d. Possessing a dangerous weapon (as defined in Section 939.22(10), Wis. Stats.) while on school property or under school supervision.

Notwithstanding the Board's acceptance of a non-resident student's application, the Board may withdraw acceptance if, prior to the beginning of the first school year in which the non-resident student will attend a school in the District, s/he is determined to fall under paragraph B. 3.

The Board may request a copy of a non-resident student's disciplinary records from the resident School Board.

4. Whether the special education program or related services described in the non-resident student's individualized education program ("IEP"), if any, are available in the District. Whether a service is available depends on whether existing staff in the District are qualified to provide the service or whether the district has facilities and/or equipment required for the service. A service is not available in the District if that service is currently provided to resident students through contract with a third party. Whether a service is available is not a function of whether there is space available in any program or service. A service may be unavailable even if no space limitations have been established. The District shall prepare an estimate of costs associated with providing the special education or related services required by a non-resident student's IEP to the resident school district no later than the 3rd Friday following the first Monday in May, or within ten (10) days of receipt of an application from a student with an IEP under the alternative procedures.

5. Whether there is space available in the District for the special education program identified in the non-resident student's IEP, after consideration of class size limits, student-teacher ratios, and enrollment projections. (See paragraph B. 1. above).

6. Whether the non-resident student has been screened by the resident School Board to determine if there is reasonable cause to believe that s/he is a child with exceptional educational needs.

7. Whether the resident School Board has been informed that the non-resident student may have exceptional education needs that have not yet been evaluated by an IEP Team.

8. Whether the application of a non-resident student has been denied by the District of which s/he is a resident.

(Note: If a non-resident student's IEP is developed or changed after starting in the District, and it is then discovered that the District does not have necessary programs available or does not have space in the special education program, the non-resident may be returned to the resident school district.)

9. Whether the non-resident school board has made a determination that a student attending the non-resident school district is habitually truant from the non-resident school district during either semester of the current school year, the non-resident school board may prohibit the student from attending the non-resident school district in the succeeding semester or school year.

### **C. Procedure for Evaluating Applications by District Residents to Transfer to Another District**

The Board will consider only the following criteria for denying resident applications:

Whether the resident student is a special education student and the implementation of his/her IEP in the other district would impose an undue financial burden on the District.

Financial burden is determined through review of actual increased expenses relative to providing services specific to the student in question, not including pro-rated costs of facilities and materials and including expenses for instructional faculty only if those faculty are added as a result of the student and devoted primarily to that student.

(Note: Notwithstanding the Board's approval of a resident student's application, the Board may withdraw approval if, after the District student has begun in the other school district, the IEP as implemented by the non-resident school district would impose an undue financial burden on the District.)

#### D. Reapplication Procedures

The Board will not require accepted non-resident students to reapply under the open enrollment policy as long as the student is continuously enrolled in the District.~~The Board will not require accepted non-resident students to reapply under the open enrollment policy when the non-resident student enters junior high school or high school.~~

#### E. Transportation

The parents of a student attending a non-resident school district will be solely responsible for providing transportation to and from the school site. The District will permit a non-resident student to ride District transportation if space is available on a regularly-scheduled bus route. The District will provide transportation for a non-resident student with an identified disability for whom transportation is required by his/her IEP.

The Board will not permit a neighboring District to bus resident students from within its boundaries for attendance at the non-resident neighboring District.

### ALTERNATIVE APPLICATION PROCEDURES

The parent of a non-resident student who wishes to attend a school in the District may apply at any time throughout the year by submitting an application under the alternative application procedure if the student satisfies at least one of the statutory criteria and has not applied to more than three non-resident school districts. (See AG 5113 – Admission of Students Participating Under Open Enrollment)

Applications from a non-resident student under the alternative application procedures received after the Board's January meeting, at which it sets open enrollment space availability numbers for the subsequent year, may be approved for the current year if the Board has not imposed a space limitation for the student's current year grade level and also has not imposed a space limitation for the subsequent school year in the student's subsequent grade level. Alternative applications received prior to the 3rd Friday in September may be approved if the Board has approved all applications for that grade level which were received during the regular period, including the offer of enrollment to applicants placed on the waiting list, if any.

### ANNUAL REVIEW

The Board shall review its Open Enrollment Program annually.

### General Provisions

- A. A student, who has been accepted under this program, who has not met the academic prerequisites for participation in a particular program in which the student wishes to enroll shall not be placed in that program.
- B. The District's Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity shall apply to all applicants under this program. In addition, the District will not discriminate on the basis of an applicant's intellectual, academic, artistic, athletic, or other ability, talent, or accomplishment, or based on a mental or physical disability, except as provided for in the statute authorizing this program.
- C. The District Administrator shall be responsible for developing and promulgating administrative guidelines to implement this policy. Such guidelines shall address at least the following matters:
  1. participation in interscholastic athletics
  2. District transportation services
  3. transfer of academic credit
  4. payment of fees and other charges

Revised 7/22/19

© Neola ~~2020~~19

Legal 118.51, Wis. Stats.  
Wis. Adm. Code Ch. P.I. 36







Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of FULL-TIME STUDENT  
Code po5200.01 - TC - No Revision  
Status  
Adopted June 20, 2016

**5200.01 - FULL-TIME STUDENT**

The Board defines a full-time student as one (1) who:

- A. is an elementary, middle or high school student scheduled in classes for the entire school day; or
- B. has been evaluated by the District IEP team and prescribed an individual educational plan (IEP); or
- C. is participating in an alternative educational program or other program or curriculum modifications approved by the student's parent/guardian and school District officials; or
- D. is a resident student attending public school in another school district under the full-time public school open enrollment law.

Students who do not meet one (1) of the standards identified above will be classified as part-time students.

© Neola ~~2020~~<sup>06</sup>

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of ATTENDANCE
Code	po5200
Status	
Adopted	June 20, 2016
Last Revised	November 19, 2018

## 5200 - **ATTENDANCE**

State law requires the Board to enforce the regular attendance of students. Furthermore, the Board recognizes that the District's educational program is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.

All children between six (6) and eighteen (18) years of age shall attend school regularly during the full period and hours, religious holidays excepted, that the school in which the child is enrolled is in session until the end of the term, quarter, or semester of the school year in which the child becomes eighteen (18) years of age, unless s/he falls under an exception under State law, this policy, or administrative guideline issued under this policy. A child who is enrolled in five (5) year-old kindergarten shall attend school regularly, religious holidays excepted, during the full period and hours that kindergarten is in session until the end of the school term.

### **Excuse Required**

The District Administrator shall require, from the parent or guardian of each student or from an adult student, who has been absent for any reason a phone call or a written, signed, and dated letter stating the reason for the absence and the time period covered by the absence. The Board reserves the right to verify such statements and to investigate the cause of each absence and instance of tardiness.

### **School Attendance Officer**

The District Administrator shall designate an administrator at each school to be the School Attendance Officer. The School Attendance Officer shall perform any duties and responsibilities s/he is required to perform by State law, this policy, and any administrative guidelines issued by the school. The duties of the School Attendance Officer shall include, but not be limited to, the following.

- A. Determining daily from attendance reports submitted by teachers which students enrolled in the school are absent from school and whether the absence is excused.
- B. Submitting to the District Administrator, on or before August 1st of each year, a report of the number of students enrolled in the school who were absent in the previous year and whether the absences were excused. The District Administrator shall then submit this information to the State Superintendent and the Board.
- C. Providing student attendance information to individuals and agencies for purposes authorized by State law and the Board's Policy 8330 - Student Records.

### **Excused Absences**

As required under State law, a student shall be excused from school for the following reasons:

#### **A. Physical or Mental Condition**

The student is temporarily not in proper physical or mental condition to attend a school program.

## B. Obtaining Religious Instruction

To enable the student to obtain religious instruction outside the school during the required school period (see Policy 5223 - Absences for Religious Instruction).

## C. Permission of Parent or Guardian

The student has been excused by his/her parent or guardian before the absence for any or no reason. A student may not be excused for more than ten (10) days per school year under this paragraph and must complete any course work missed during the absence. Examples of reasons for being absent that should be counted under this paragraph include, but are not limited to, the following:

1. professional and other necessary appointments (e.g., medical, dental, and legal) that cannot be scheduled outside of the school day
2. to attend the funeral of a relative
3. legal proceedings that require the student's presence
4. college visits
5. job fairs
6. vacations

## D. Religious Holiday

For observance of a religious holiday consistent with the student's creed or belief.

## E. Suspension or Expulsion

The student has been suspended or expelled.

## F. Program or Curriculum Modification

The Board has excused the student from regular school attendance to participate in a program or curriculum modification leading to high school graduation or a high school equivalency diploma as provided by State law.

## G. High School Equivalency – Secured Facilities

The Board has excused a student from regular school attendance to participate in a program leading to a high school equivalency diploma in a secured correctional facility, a secured child caring institution, a secure detention facility, or a juvenile portion of a county jail, and the student and his/her parent or guardian agree that the student will continue to participate in such a program.

## H. Child at Risk

The student is a "child at risk" as defined under State law and is participating in a program at a technical college on either a part-time or full-time basis leading to high school graduation, as provided under State law.

## I. Election Day Official

**A high school student age sixteen (16) or seventeen (17) is permitted to be excused to serve as an election official provided that the following criteria are met: (1) the student has the permission of his/her parent to serve as an election official on election day; (2) the student has signed up and the municipal clerk has informed the principal that the student has been assigned to serve in this capacity; and (3) the student has at least a 3.0 grade point average or equivalent, or has met alternative criteria established by Board, if any. The principal shall promptly notify the municipal clerk or the board of election commissioners of the municipality that appointed the child as an election official if the child no longer has at least a 3.0 grade point average or the equivalent, or no longer meets the established alternative requirements. A student's absence to serve as an election official under this policy shall be treated as an excused absence. Where possible students are encouraged to provide advance notice as much as possible. Students are responsible for completing any missed school work and responsible for making appropriate arrangements to do so.**

A student **may** be excused from school, as determined by the School Attendance Officer, or his/her designee, for quarantine of the student's home by a public health officer.

## Unexcused Absences

Unexcused absences demonstrate a deliberate disregard for the educational program and are considered a serious matter. The District Administrator shall develop administrative guidelines to address unexcused absences.

The Board authorizes, but does not encourage the District Administrator, to suspend a student from a particular class or from school if sincere efforts by the staff and parents cannot rectify the pattern of absence. In keeping with its philosophy, the Board supports efforts to provide out-of-school alternative educational opportunities for truant students rather than aggravate the effects of absence through suspension.

### **Tuancy Plan**

The Board will issue a Tuancy Plan based upon the recommendations of the County Tuancy Committee convened under State law, and the Board's policies and guidelines. The Board will review and, if appropriate, revise the Tuancy Plan at least once every two (2) years.

#### **The Tuancy Plan will include, at a minimum, the following:**

- A. guidelines for notifying the parents or guardians of the unexcused absences of a student and for meeting and conferring with such parents or guardians
- B. plans and procedures for identifying truant children of all ages and returning them to school and identifying the identity of school personnel to whom a truant child shall be returned
- C. methods to increase and maintain public awareness of truancy issues within the school district and enhance public involvement in reducing truancy.
- D. a guideline addressing the immediate response to be made by school personnel when a truant child is returned to school
- E. the types of truancy cases to be referred to the District Attorney and the time periods within which the District Attorney will respond to and take action on the referrals
- F. plans and procedures to coordinate the responses to the problems of habitual truants, as defined under Sec. 118.16(1)(a), Wis. Stats., with public and private social services agencies
- G. methods to involve the truant child's parent or guardian in dealing with and solving the child's truancy problem

A student will be considered truant if s/he is absent for part or all of one (1) or more days from school during which the School Attendance Officer, principal, or a teacher has not been notified of the legal cause of such absence by the parent or guardian of the absent student. A student who is absent intermittently for the purpose of defeating the intent of the Wisconsin Compulsory Attendance Statute Sec. 118.15, Wis. Stats., will also be considered truant.

A student will be considered a habitual truant if s/he is absent from school without an acceptable excuse for part or all of five (5) or more days on which school is held during a school semester.

### **Notice of Truancy**

The School Attendance Officer shall notify a truant student's parent or guardian of the student's truancy and direct the parent or guardian to return the student to school no later than the next day on which school is in session or to provide an excuse for the absence. The notice under this paragraph shall be given before the end of the second school day after receiving a report of an unexcused absence. The notice may be made by electronic communication, personal contact, telephone call or 1st class mail and a written record of this notice shall be kept. The School Attendance Officer shall attempt to give notice by personal contact, telephone call, or, unless the parent has refused to receive electronic communication, notice by 1st class mail may be given. This notice must be given every time a student is truant until the student becomes a habitual truant.

### **Notice of Habitual Truancy**

When a student initially becomes a habitual truant, the School Attendance Officer shall provide a notice to the student's parent or guardian, by registered or certified mail, or by first class mail. The School Attendance Officer may simultaneously notify the parent of the habitually truant student by an electronic communication. The notice must contain the following:

- A. a statement of the parent's or guardian's responsibility under State law to cause the student to attend school regularly
- B. a statement that the parent, guardian, or student may request program or curriculum modifications for the student under State law and that the student may be eligible for enrollment in a program for children at risk
- C. a request that the parent or guardian meet with the appropriate school personnel to discuss the student's truancy

The notice shall include the name of the school personnel with whom the parent or guardian should meet, a date, time, and place for the meeting as well as the name, address, and telephone number of a person to contact to arrange a different date, time, or

place. The date for the meeting shall be within five (5) school days after the notice is sent with the consent of the student's parent or guardian the meeting date may be extended for an additional five (5) school days.

- D. a statement of the penalties, under State law or local ordinances that may be imposed on the parent or guardian if s/he fails to cause the child to attend school regularly as required by State law

The School Attendance Officer will also continue to notify the parent or guardian of a habitual truant's subsequent unexcused absences.

### **Referral to the District Attorney**

Truancy cases will be referred to the District Attorney as provided in the County Truancy Committee Plan. The School Attendance Officer will ensure that appropriate school personnel have done the following before any case is referred to the District Attorney:

- A. met with the student's parent or guardian to discuss the student's truancy or attempted to meet with the student's parent or guardian and received no response or were refused
- B. provided an opportunity for educational counseling to the student to determine whether a change in the student's curriculum would resolve the student's truancy and have curriculum modifications under State law
- C. evaluated the student to determine whether learning problems may be a cause of the student's truancy and, if so, have taken steps to overcome the learning problems if tests administered to the student within the previous year indicate that the student is performing at his/her grade level, the student need not be evaluated.
- D. conducted an evaluation to determine whether social problems may be a cause of the student's truancy and, if so, have taken appropriate action or made appropriate referrals

Note that paragraph A. is not required if the meeting between school personnel, the student, and the student's parent or guardian, which was requested in the Notice of Habitual Truancy to the parent or guardian, did not occur within ten (10) school days after the Notice was sent. Paragraphs B., C., and D. are not required if appropriate school personnel were unable to carry out the activity due to the student's absences from school.

### **Make-up Course Work and Examinations**

Students who are absent from school, whether the absence was excused or unexcused, shall be permitted to make-up course work and examinations missed when they return to school. It is the student's responsibility to contact his/her teachers to determine what course work and examinations must be made-up. Teachers shall have the discretion to assign substitute course work and examinations. Teachers shall also have the discretion to specify where and when examinations and course work shall be completed, including outside regular school hours. The time for completing the work shall be commensurate with the length of the absence unless extended by the principal based upon extenuating circumstances.

### **District Administrator Guidelines**

The District Administrator shall develop administrative guidelines concerning the attendance of students which:

- A. ensure a school session that is in conformity with the requirement of the law;
- B. ensure that students absent for an excusable reason have an opportunity to make-up work they missed;
- C. govern the keeping of attendance records in accordance with State law;
- D. facilitate implementation of the Truancy Plan;
- E. identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- F. ensure that any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence is referred for evaluation for eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 and Chapter 115, Wis. Stats.;
- G. provide that a student's grade in any course is based on his/her performance in the instructional setting and is not reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned;
- H. ensure that all parents and students are informed of the District's Attendance Policy and related guidelines;
- I. enable the School Attendance Officer to perform his/her duties under State law and this policy; and

J. address unexcused absences.

Revised 8/22/16

© **Neola 2018**

Legal                    118.15, Wis. Stats.  
                              118.153, Wis. Stats.  
                              118.16, Wis. Stats.  
                              118.162, Wis. Stats.

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of ADMINISTRATION OF MEDICATION/EMERGENCY CARE
Code	po5330
Status	
Adopted	June 20, 2016
Last Revised	April 23, 2018

### 5330 - ADMINISTRATION OF MEDICATION/EMERGENCY CARE

The Board shall not be responsible for the diagnosis and treatment of student illness. The administration of medication to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication were not administered during school hours, or the child is disabled and requires medication to benefit from his/her educational program.

For purposes of this policy, "practitioner" shall include any physician, dentist, podiatrist, optometrist, physician assistant, and advanced practice nurse prescriber who is licensed in any state. "Medication" shall include all drugs including those prescribed by a practitioner and any nonprescription drug products. "Administer" means the direct application of a nonprescription drug product or prescription drug, whether by injection, ingestion, or other means, to the human body. "Nonprescription drug product" means any nonnarcotic drug product that may be sold without a prescription order and that is prepackaged for use by consumers and labeled in accordance with the requirements of State and Federal law.

Before any prescribed medication may be administered to any student during school hours, the Board shall require the written instructions from the child's practitioner accompanied by the written authorization of the parent.

Nonprescription drug products may be administered to any student during school hours only with the prior written consent of the parent. Substances, which are not FDA approved (e.g. natural products, food supplements), will require the written instruction of a practitioner and the written consent of the parent. **Only those nonprescription drugs that are provided by the parent in the original manufacturer's package which lists the ingredients and dosage in a legible format may be administered. Any dosage of nonprescription medication other than that listed on the medication's packaging must be authorized in writing by a medical practitioner. (-) Students are prohibited from possessing, using, carrying, or distributing in school or on school grounds drugs or other products which, even though not defined as a drug, are used or marketed for use for medicinal purposes, such as to relieve pain or to relieve the symptoms of an underlying medical condition (including aspirin, ibuprofen, dietary supplements, CBD oil products, etc.). This provision of policy is to be viewed together with the Board policy on Drug Prevention, Policy 5350.**

**No CBD products will be permitted for use at school.**

The document authorizing the administration of both prescribed medication and nonprescription drug products shall be kept on file in the administrative offices.

Parents/guardians must provide prescribed medication and nonprescription drug products in the original manufacturer's package that lists the ingredients and dosage in a legible format. Any dosage other than that listed on the medication's packaging must be authorized in writing by a medical practitioner.

Prescribed medication must bear a date and the student's name.

Parents, or students authorized in writing by their practitioner and parents, may administer prescribed medication or nonprescription drug products.

No student is allowed to provide or sell any type of medication to another student. Violations of this rule will be considered violations of Policy 5330 - Drug Prevention and of the Student Code of Conduct.



Medications will be administered and the instruction and consent forms will be maintained in accordance with the District Administrator's guidelines.

Any bus driver, staff member or volunteer, authorized in writing by the District Administrator or a principal, is immune from liability for his/her acts or omissions in administering medication including, but not limited to glucagon, an opioid antagonist, and epinephrine, unless the act or omission constitutes a high degree of negligence and, in the case of any staff member or volunteer who administers an opioid antagonist, the staff member or volunteer contacts emergency medical services as soon as practicable after administering the drug to report the suspected overdose. Such immunity does not apply to health-care professionals.

All prescription medication shall be kept in a locked storage case in the school office, unless the medication is an emergency medication that the student is authorized to carry and self-administer by authorization of both the parent and the practitioner, and the possession of such medication by the student in school is not prohibited by law or regulation.

The Board shall permit the administration by staff of any medication requiring a delivery method other than oral ingestion when both the medication and the procedure are prescribed by a practitioner and the delivery is under the supervision of a licensed nurse, provided that the staff member has completed any necessary training and that staff member voluntarily agrees to deliver the medication. No staff member, other than a health care professional, may be required to administer medications that are administered by means other than oral ingestion.

Any staff member or volunteer who, in good faith, renders emergency care to a student is immune from civil liability for his/her acts or omissions in rendering such emergency care.

Any administrator or principal who authorizes an employee or volunteer to administer a nonprescription drug product or prescription drug to a student is immune from civil liability for the act of authorization unless it constitutes a high degree of negligence or the administrator or principal authorizes a person who has not received the required Department of Public Instruction training to administer the nonprescription drug product or prescription drug to a student. School nurses are regulated by the Wisconsin Nurse Practice Act and are therefore not necessarily immune from civil liability.

The school nurse(s) providing services or consultation on the District's Emergency Nursing Services Plan has assisted in the development of this policy and will also provide a periodic review of the written instructions and consent forms and the Medications Administration Daily Log(s).

### **Epinephrine Auto-Injectors**

The Board intends to adopt and maintain a plan for managing students with life-threatening allergies so as to permit each school to obtain a school prescription for epinephrine auto-injectors and to permit each school nurse and designated school personnel to administer them. Accordingly, the Board directs the District Administrator or the school nursing staff, in consultation with the District Administrator, to develop a plan that meets the following:

- A. specifies those designated school personnel that have agreed to receive training and that will be trained and authorized to perform the functions of the plan;
- B. identifies the specific training program that will be implemented to prepare each school nurse and designated school personnel to identify the signs of anaphylaxis and to provide or administer epinephrine auto-injectors accordingly;
- C. delineates the permissible scope of usage to include providing District-owned epinephrine auto-injectors to students who have a prescription on file with the school in the event the student is experiencing an anaphylactic event and/or administering epinephrine auto-injectors to such students, and/or administering epinephrine auto-injector treatment to any student, regardless of whether the student has a prescription on file or the staff member so trained is not aware of whether the student has a prescription on file, but believes in good faith the student is suffering from anaphylaxis, provided that the staff member immediately contacts emergency medical services;
- D. identifies the number and type of epinephrine auto-injectors each school will keep on site and identifies a member of the nursing staff or other school official who will be responsible for maintaining the epinephrine auto-injectors supply;
- E. is approved by a physician licensed in the State of Wisconsin;
- F. notes that the school and any school nurse or designated school personnel that provide or administer epinephrine auto-injectors under this plan are immune from civil liability for any harm that may result, regardless of whether there is a parental or medical provider authorization, unless the administration was a result of gross negligence or willful or wanton misconduct;
- G. is published on the District's website or the website of each school.

Revised 12/18/17

Legal

118.29, 118.291, 121.02 Wis. Stats.

PI 8.01(2)(g)

Wis. Admin. Code N 6.03

2009 Wisconsin Act 160

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of STUDENT ANTI-HARASSMENT
Code	po5517
Status	
Adopted	June 20, 2016
Last Revised	July 22, 2019

## 5517 - **STUDENT ANTI-HARASSMENT**

### **Prohibited Harassment**

It is the policy of the Board to maintain an educational environment that is free from all forms of harassment, including sexual harassment. This commitment applies to all District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of harassment. This policy applies to conduct occurring in any manner or setting over which the Board can exercise control, including on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will not tolerate any form of harassment and will take all necessary and appropriate actions to eliminate it, including suspension or expulsion of students and disciplinary action against any other individual in the School District community. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our students.

The Board will vigorously enforce its prohibition against harassment based on the traits of sex (including transgender status, change of sex, or gender identity), race, color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, or any other characteristic protected by Federal or state civil rights laws (hereinafter referred to as "Protected Classes"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. Additionally, the Board prohibits harassing behavior directed at students for any reason, even if not based on one of the Protected Classes, through its policies on bullying (See Policy 5517.01 – Bullying).

Harassment may occur student-to-student, student-to-staff, staff-to-student, male-to-female, female-to-male, male-to-male, or female-to-female. The Board will investigate all allegations of harassment and in those cases where harassment is substantiated, the Board will take immediate steps designed to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means individuals students, administrators, teachers, staff, and as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

### **Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of harassment.

- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties

## **Definitions**

### **Bullying**

Bullying is prohibited by Board Policy 5517.01 – Bullying. It is defined as deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be a repeated behavior and involves an imbalance of power. Furthermore, it may be serious enough to negatively impact a student's educational, physical, or emotional well-being. Bullying need not be based on any Protected Classes. Bullying behavior rises to the level of harassment when the prohibited conduct is based upon the student's sex (including transgender status, change of sex, or gender identity), race color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation of physical, mental, emotional or learning disability, or any other characteristic protected by Federal or State civil rights. Complaints brought under this policy that are more appropriately handled under the Bullying policy shall be referred for investigation consistent with the procedures in that policy.

### **Harassment**

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student-based on one or more of the student's Protected Classes that:

- A. places a student in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- C. has the effect of substantially disrupting the orderly operation of a school.

### **Sexual Harassment**

"Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- A. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of access to educational opportunities or program;
- B. submission or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education;
- C. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's education, or creating an intimidating, hostile, or offensive educational environment.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome verbal harassment or abuse;
- B. unwelcome pressure for sexual activity;
- C. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of students by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
- D. unwelcome sexual behavior or words including demands for sexual favors, accompanied by implied or overt threats concerning an individual's educational status;
- E. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's educational status;
- F. unwelcome behavior or words directed at an individual because of gender;

Examples are:

1. repeatedly asking a person for dates or sexual behavior after the person has indicated no interest;

2. rating a person's sexuality or attractiveness;
  3. staring or leering at various parts of another person's body;
  4. spreading rumors about a person's sexuality;
  5. letters, notes, telephones calls, or materials of a sexual nature;
  6. displaying pictures, calendars, cartoons, or other materials with sexual content.
- G. inappropriate boundary invasions by a District employee or other adult member of the District community into a student's personal space and personal life.

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

-

1. hugging, kissing, or other physical contacts with a student;
  2. telling sexual jokes to students;
  3. engaging in talk containing sexual innuendo or banter with students;
  4. talking about sexual topics that are not related to the curriculum;
  5. showing pornography to a student;
  6. taking an undue interest in a student (i.e. having a "special friend" or a "special relationship");
  7. initiating or extending contact with students beyond the school day for personal purposes;
  8. using e-mail, text messaging or websites to discuss personal topics or interests with students;
  9. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
  10. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
  11. going to a student's home for non-educational purposes;
  12. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of a student);
  13. giving gifts or money to a student for no legitimate educational purpose;
  14. accepting gifts or money from a student for no legitimate educational purpose;
  15. being overly "touchy" with students;
  16. favoring certain students by inviting them to come to the classroom at non-class times;
  17. getting a student out of class to visit with the staff member;
  18. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
  19. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
  20. being alone with a student behind closed doors without a legitimate educational purpose;
  21. telling a student "secrets" and having "secrets" with a student;
-

## 22. other similar activities or behavior:

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the District Administrator.

- H. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history; and
- I. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

It is also the policy of the Board that a sexual relationship between staff and students is not permissible in any form or under any circumstances, in or out of the work place, in that it interferes with the educational process and may involve elements of coercion by reason of the relative status of a staff member to a student.

Not all behavior with sexual connotations constitutes sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

### **Ethnicity/Race/Color Harassment**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's educational performance; of creating an intimidating, hostile, or offensive learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's ethnicity, race or color, such as ethnic or racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to ethnic or racial customs.

### **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 or educational performance; of creating an intimidating, hostile, or offensive learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. 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 educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. 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.

### **Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's physical, mental, emotional or learning disability and when the conduct has the purpose or effect of interfering with the individual's educational performance; of creating an intimidating, hostile, or offensive learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

### **Reporting Procedures**

Students and all other members of the School District community, as well as third parties, are encouraged to promptly report incidents of harassing conduct to a teacher, administrator, supervisor, or District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first opportunity.

Students who believe they have been subjected to harassment are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint will not adversely affect the complaining individual's participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false.

If, during an investigation of a reported act of bullying in accordance with Policy 5517.01 – Bullying, the principal determines that the reported misconduct may have created a hostile learning environment and may have constituted harassment based on sex (including transgender status, change of sex, or gender identity), race, color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, or any other characteristic protected by Federal or state civil

rights laws, the principal will report the act of bullying to one of the Compliance Officers who shall assume responsibility to investigate the allegation in accordance with this policy.

Reporting procedures are as follows:

- A. Any student who believes s/he has been the victim of harassment prohibited under this policy will be encouraged to report the alleged harassment to any District employee, such as a teacher, administrator or other employee.
- B. Any parent of a student who believes the student has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the student's teacher, building administrator or District Administrator.
- C. Teachers, administrators, and other school officials who have knowledge or received notice that a student has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the Compliance Officer and the building principal or District Administrator.
- D. Any other person with knowledge or belief that a student has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to any District employee, such as a teacher, administrator or other employee.
- E. The reporting party or Complainant shall be encouraged to use a report form available from the principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing.
- F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, each school's building principal shall be advised to designate both a male and a female Compliance Officer for receiving reports of harassment prohibited by this policy. At least one (1) Compliance Officer or other individual shall be available outside regular school hours to address complaints of harassment that may require immediate attention.

#### **District Compliance Officers**

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

Carmen O'Brien  
Business Manager  
School District of Manawa  
800 Beech Street  
Manawa, WI 54949  
920-596-5840  
cobrien@manawaschools.org

Daniel Wolfgram  
High School/Junior High School Principal  
800 Beech Street  
Manawa, WI 54949  
920-596-5310  
dwolfgram@manawaschools.org

The names, titles, and contact information of these individuals will be published annually in the student handbooks and on the School District's web site.

A CO will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Board employee who directly observes harassment of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Thereafter, the COs must contact the student, if over age eighteen (18) or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer to conduct an investigation following all the procedures outlined in the complaint procedures.

The COs are assigned to accept complaints of harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin review and investigation or the CO will designate a specific individual to conduct such a process. The CO will prepare recommendations for the District Administrator or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer as soon as possible, but always within no more than two (2) calendar days of learning of the incident.

## **Investigation and Complaint Procedure**

Any student who believes that s/he has been subjected to harassment may seek resolution of his/her complaint through the procedures described below. Furthermore, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of harassment was substantiated are set forth below.

Due to the sensitivity surrounding complaints of harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) calendar days of the complaint being received).

If at any time during the investigation process the investigator determines that the complaint is properly defined as Bullying, under Policy 5517.01 Bullying and not Harassment, because the conduct at issue is not based on a student's Protected Characteristics, the investigator shall transfer the investigation to the appropriate building principal.

### **Complaint Procedure**

A student who believes s/he has been subjected to harassment hereinafter referred to as the "Complainant", may file a complaint, either orally or in writing with a teacher, principal, or other District employee at the student's school, the CO, District Administrator, or other District employee who works at another school or at the District level. Due to the sensitivity surrounding complaints of harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District employee at the student's school, the CO, District Administrator, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or to be actively engaging in, harassment; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of class schedule for the Complainant or the alleged harasser, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Principal, or the District Administrator if the principal is the CO, prior to any action being taken. The Complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the CO will inform the individual alleged to have engaged in the harassing conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of these administrative procedures and the Board's anti-harassment policy shall be provided to the Respondent at that time. The Respondent must also be provided an opportunity to respond to the complaint.

Within five (5) business days of receiving the complaint, the CO will initiate a formal investigation to determine whether the Complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO;

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subject to harassment. In determining if



harassment occurred, a preponderance of evidence standard will be used. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board attorney during the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation the CO may (.) in consultation with the District Administrator or Board President, engage outside legal counsel to conduct the investigation consistent with this policy.

Absent extenuating circumstances, within ten (10) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the District Administrator's final decision will be delivered to both the Complainant and the Respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

The decision of the District Administrator shall be final. If the Complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction.

The Board reserves the right to investigate and resolve a complaint or report of harassment regardless of whether the member of the School District community or third party alleging the harassment pursues the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

#### **Additional School District Action**

If the evidence suggests that the harassment at issue is a crime or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.), the CO or District Administrator shall report the harassment to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations and crimes.

Any reports made to the local child protection service or to local law enforcement shall not terminate the CO's obligation and responsibility to continue to investigate a complaint of harassment. While the COs may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the District Administrator.

#### **Confidentiality**

The District will make all reasonable efforts to protect the rights of the Complainant and the Respondent. The District will respect the privacy of the Complainant, the Respondent, and all witnesses in a manner consistent with the District's legal obligations under State and Federal law. Confidentiality cannot be guaranteed however. All Complainants proceeding through the investigation process should be advised that as a result of the investigation, the Respondent may become aware of the Complainant's identity.

During the course of an investigation, the CO will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

#### **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable law. When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

#### **Reprisal**

Submission of a good faith complaint or report of harassment will not affect the Complainant's status or educational environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.

The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of discriminatory practices. The District Administrator will develop a method of discussing this policy with the School District community. Training on the requirements of non-discrimination and the appropriate responses to issues of harassment will be provided to the School District community at such times as the Board in consultation with the District Administrator determines is necessary or appropriate.

This policy shall be reviewed at least annually for compliance with local, State, and Federal law.

The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address and telephone number of the Compliance Officers, the name, mailing address and telephone number of the State agency responsible for investigating allegations of discrimination in educational opportunities, and the mailing address and telephone number of the United States Department of Education, Office for Civil Rights.

A summary of this policy shall appear in the student handbook and shall be made available upon request of parents, students, and other interested parties.

### **Retention of Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to Complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Legal

48.981, Wis. Stats.  
118.13, Wis. Stats.  
P.I. 9, Wis. Admin. Code  
P.I. 41 Wis. Admin. Code  
Fourteenth Amendment, U.S. Constitution  
20 U.S.C. 1415  
20 U.S.C. 1681 et seq., Title IX of Education Amendments Act  
20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974  
29 U.S.C. 794, Rehabilitation Act of 1973  
42 U.S.C. 1983  
42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964  
42 U.S.C. 2000d et seq.  
42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990  
34 C.F.R. Sec. 300.600-300.662

Last Modified by Steve LaVallee on March 1, 2020

Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of CORPORAL PUNISHMENT
Code	po5630
Status	
Adopted	June 20, 2016
Last Revised	November 19, 2018

### 5630 - **CORPORAL PUNISHMENT**

While recognizing that students may require disciplinary action in various forms, the Board ~~cannot~~ does not condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

No official, employee, or agent of the Board may subject a student enrolled in the School District to corporal punishment, including resorting to physical force or violence to compel obedience. If all other means fail, officials, employees, or agents of the Board may always resort to the removal of the student from the classroom or school through suspension, expulsion, or other disciplinary intervention.

~~Professional staff should not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, staff members may always resort to the removal of the student from the classroom or school through suspension, expulsion, or other disciplinary intervention.~~

Officials, employees, or agents of the Board ~~Professional staff as well as support staff, within the scope of their employment,~~ may use:

- A. reasonable and necessary force to quell a disturbance or prevent an act that threatens physical injury to any person;
- B. reasonable and necessary force to obtain possession of a weapon or other dangerous object within a student's control;
- C. reasonable and necessary force for the purpose of self-defense or the defense of others under 939.48, Wis. Stats.;
- D. reasonable and necessary force for the protection of property under 939.49, Wis. Stats.;
- E. reasonable and necessary force to remove a disruptive student from a school premises or motor vehicle, as defined in 125.09(2)(a)1. and 4., Wis. Stats., or from school-related activities;
- F. reasonable and necessary force to prevent a student from inflicting harm on himself/herself;
- G. reasonable and necessary force to protect the safety of others;
- H. incidental, minor, or reasonable physical contact designed to maintain order and control.

In accordance with State law, corporal punishment shall not be permitted. If any official, employee, or agent of the Board ~~staff member, full time, part time, or substitute~~ intentionally inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping, forcing prolonged maintenance of physically-painful positions, or makes use of any other kind of physical force as a means of disciplining a student, s/he may be subject to discipline up to and including discharge by this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the District contracts for services.

In determining whether or not a person was acting within the exceptions noted above, if appropriate, deference may be given to reasonable, good faith judgments made by District employees or agents.

The corporal punishment policy and statute shall be interpreted in a manner that is consistent with the State law and policy governing the use of seclusion and restraint.

~~The District Administrator shall provide administrative guidelines which shall include a list of alternatives to corporal punishment.~~

© N.... 2020~~18~~

Legal                      118.305, Wis. Stats.  
                                  118.31, Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of BUDGET PREPARATION  
Code po6220  
Status  
Adopted July 18, 2016  
Last Revised July 22, 2019

6220 - **BUDGET PREPARATION**

The District's operation and educational plan is reflected in its budgets. Each year, the Board will cause to have prepared and then review and approve the relevant District fund budgets.

Each budget shall be designed to carry out District operations in a thorough and efficient manner, maintain District facilities properly, and honor continuing obligations of the Board.

The Board shall ensure that adequate funds are reserved for the General Fund in accordance with Policy 6235 - Fund Balance, ~~to maintain a secure financial position whereby the fund equity shall not fall below eighteen percent (18%) of the preceding year's expenditures.~~

A proposed budget requires the critical analysis of every member of the Board prior to approval; once adopted, the budget deserves the support of all members of the Board regardless of their position before its adoption.

The Board directs the Business Manager to present the budgets to the Board along with all available information associated with each budget in sufficient time to allow for proper analysis and discussion prior to the hearing.

When presented to the Board for review and/or adoption, the information shall be presented as prescribed by State law, and in the format provided by the Wisconsin Department of Public Instruction.

Revised 7/18/16

© Neola ~~2020~~<sup>19</sup>

Legal 65.90, Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title PROCUREMENT – FEDERAL GRANTS/FUNDS  
Code po6325 - NEW  
Status

#### 6325 - PROCUREMENT – FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds including any District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board policies, and administrative procedures.

The District Administrator shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326) for the administration and management of Federal grants and federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing policy and administrative guidelines (Policy 6320 and AG 6320A).

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3230, and Policy 4230 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase and, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### Competition

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the

District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

### **Solicitation Language**

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

### **Procurement Methods**

The District shall utilize the following methods of procurement:

#### **A. Micro-purchases**

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the District Administrator considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

#### **B. Small purchases**

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$250,000, except as otherwise required by state law. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of ] qualified sources.

#### **C. Sealed bids**

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$10,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$150,000 unless otherwise required by State law.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.



#### D. Competitive proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. Like sealed bids, Federal law does not require a competitive proposal unless the procurement is for over \$150,000.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

#### E. Noncompetitive proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

#### **Contract/Price Analysis**

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

#### **Time and Materials Contracts**

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

#### **Suspension and Debarment**

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The District Administrator shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the District Administrator to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov); collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

### **Bid Protest**

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Office of the District Administrator within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the District Administrator shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

### **Maintenance of Procurement Records**

The District maintains records sufficient to detail the history of all procurements. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

© Neola 2020

Legal

2 C.F.R. 200.317 - .326

Last Modified by Steve LaVallee on March 12, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of PAYROLL DEDUCTIONS
Code	po6520
Status	
Adopted	July 18, 2016
Last Revised	July 22, 2019

#### 6520 - **PAYROLL DEDUCTIONS**

The Board directs the District Administrator to ensure that deductions are made from an employee's paycheck as required by law (e.g., State and Federal withholding, employment taxes garnishments, and child support). The Board also authorizes payroll deductions for the following purposes:

- A. Wisconsin Retirement System (Standard Contribution)
- B. Wisconsin Retirement System (Voluntary Additional Contribution)
- C. Section 125 deductions (cafeteria plans)
- D. contributions to charitable corporations, not-for-profit and community fund organizations
- E. payment of group insurance premiums for a plan in which District employees participate
- F. payment for benefits of part-time employees who elect to participate in benefits provided to full-time staff

Any such deduction must be expressly authorized in writing by the employee.

The Board declares its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the Board's agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity company) from any company authorized to transact the business as specified in law in accordance with Section 403(b) or 457 of the Internal Revenue Code, and in accordance with the District's administrative guidelines. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds.

Said agreement shall comply with all of the provisions of law and may be terminated as said law provides upon notice in writing by either party. Employees shall notify the District Administrator's Office in writing if they wish to participate in such a program.

Revised 11/19/18

© Neola ~~2020~~19

Last Modified by Steve LaVallee on March 12, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of CROWDFUNDING  
Code po6605  
Status  
Adopted December 18, 2017

#### 6605 - CROWDFUNDING

This policy applies to the use of any form of crowdfunding utilizing an online service or website-based platform for the financial benefit or gain of the District – be it a specific classroom, grade level, department, school, or curricular or extra-curricular activity. ~~“Crowdfunding” refers to a campaign to collect typically small amounts of money from a large number of individuals to finance a project or fundraise for a specific cause. Through the use of personal networking, social media platforms, and other Internet-based resources, funds are solicited or raised to support a specific campaign or project.~~

For purposes of this policy, "crowdfunding" is defined as the solicitation of resources from individuals and/or organizations to support identified activities or projects that enhance the educational program or a specific cause approved by the District. The solicitation is typically from a large number of individuals/organizations utilizing internet-based technologies.

Crowdfunding activities aimed at raising funds for a specific classroom or school activity, including extra-curricular activity, or to obtain supplemental resources (e.g., supplies or equipment) that are not required to provide a free, appropriate, public education to any students in the classroom may be permitted, but only with the specific approval of the Board upon the recommendation of the District Administrator.

All approved crowdfunding activities shall protect the privacy of students, children, and young adults in accordance with Board policies ( ) and District administrative guidelines [END OF OPTION] and applicable State and Federal law, including FERPA and IDEIA.

Materials, supplies, equipment, and other proceeds of the crowdfunding activity shall become the property of the District or school. Cash or equivalent payment to District-personnel is prohibited. All fiscal transactions shall comply with appropriate Board policies.

All crowdfunding activities are subject to AG 6605 and other applicable Board policies including, but not limited to, Policy 5830 - Student Fundraising.

© Neola ~~2020~~**17**

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of SYSTEM OF ACCOUNTING
Code	po6800
Status	
Adopted	July 18, 2016
Last Revised	December 18, 2017

#### 6800 - **SYSTEM OF ACCOUNTING**

As specified by the Department of Public Instruction, the Board of Education follows the Wisconsin Uniform Financial Accounting Requirements (WUFAR) as a listing of account classifications by which it keeps an accounting of all District funds. The Board has by resolution designated institutions to serve as depositories of all District funds and may, by resolution, designate additional or different institutions. The District's financial records shall show sources of revenue, amounts received, amounts expended, and the disposition of public property. The Business Manager shall complete an accounting of all capital assets to protect the financial investment of the District against catastrophic loss. Further, the Business Manager shall establish procedures and regulations necessary to properly account for capital assets and comply with generally accepted accounting principles (GAAP) and ensure that the District's capital assets are properly insured.

#### **GASB 84**

The District's system of accounting shall comply with all applicable requirements of the Governmental Accounting Standards Board, Statement No. 84 (GASB 84). In accordance with GASB 84, the District will report applicable fiduciary activities as identified in either the private purpose trust fund or the custodial fund. Typically, these activities include recognized student and school-related activity funds held in a bank account maintained by the District. These funds shall be subject to the accounting and requirements specified in the Wisconsin Uniform Financial Accounting Requirements. An activity not identified as a fiduciary activity under GASB 84 will be deemed a governmental activity and will be reported in a governmental fund.

#### **GASB 54**

The District's system of accounting shall comply with all requirements of the Governmental Accounting Standards Board, Statement No. 54 (GASB 54). In accordance with GASB 54, the District will report its fund balances in the following categories:

- A. **Nonspendable fund balance** - amounts that cannot be spent because they are either (a) not in a spendable form (which includes items that are not expected to be converted to cash – e.g., inventories or prepaid amounts) or (b) legally or contractually required to be maintained intact (e.g., the corpus of an endowment fund).
- B. **Restricted fund balance** - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- C. **Committed fund balance** - amounts constrained to specific purposes by the Board; to be reported as committed, amounts cannot be used for any other purpose unless the Board takes action to remove or change the constraint.
- D. **Assigned fund balance** - amounts the Board intends to use for a specific purpose but are neither restricted nor committed; intent can be expressed by the Board or by an official or committee to which the Board delegates the authority.
- E. **Unassigned fund balance** - amounts that are available for any purpose; these amounts are reported only in the general fund.

The Board authorizes its auditors and directs its administrative staff to take all steps necessary to comply with the requirements of GASB 54. All revenue and funds will be designated to one of the above categories.

The Business Manager shall maintain a proper accounting of all District funds. S/He shall ensure that expenditures are budgeted under and charged against those accounts that most accurately describe the purpose for which such monies are to be or have been spent. Wherever appropriate and practicable, salaries of individual employees, expenditures for single pieces of equipment, and the like shall be prorated under the several accounts that most accurately describe the purposes for which such monies are to be or have been spent.

The Business Manager shall receive all vouchers for payments and disbursements made to and by the Board, and preserve them for the statutorily required period.

The Business Manager shall implement procedures and practices that will determine: (1) Capitalization policies for District assets (i.e., which assets will be capitalized and depreciated over their estimated useful life versus which assets will be expensed in year of purchase); (2) Methods for calculating annual and accumulated depreciation expense for assets including estimates for asset lives, residual asset values, and depreciation methodology; and (3) Procedures for recording gain or loss on sale of capital assets and proceeds from the sale of capital assets in compliance with GAAP Reporting of estimated cash values or replacement values to District insurance providers.

The Business Manager shall report to the Board on a monthly basis (or more often if required) the revenues and expenditures in the fund reporting categories established above. The Business Manager's statement shall show revenues and receipts from whatever source derived, the various appropriations made by the Board, the expenditures and disbursements therefrom, the purposes thereof, the balances remaining in each appropriation, and the District's assets and liabilities. At the end of the fiscal year such statement shall be a complete exhibit of the District's financial affairs and may be published and distributed with approval of the Board.

The Business Manager is responsible for filing in a timely manner, on behalf of the Board, an annual report with the Department of Public Instruction, on prescribed forms, that states the following:

- A. amount of collections and receipts, and accounts due from each source
- B. amount of expenditures for each purpose
- C. amount of the District's debt, the purpose for which each item of such debt was created, and the provision made for the payment thereof, and
- D. other information as required by the Department, along with the audit report as approved by the Board

The Board's annual financial statements shall also include information such as: (1) beginning and ending balances of capital assets; (2) beginning and ending balances of accumulated depreciation, and (3) total depreciation expense for the fiscal year.

Such reporting shall include description of significant capital asset activity during the fiscal year including: acquisitions through purchase or donation, sales or dispositions including the proceeds and gains or losses on the sale, changes in methods of calculating depreciation expense or accumulated depreciation, such as, estimates of useful life, residual values, depreciation methodology (e.g., straight line or other method).

Before implementing procedures or changing procedures, the Business Manager will review the proposed procedure with the auditor appointed by the Board to conduct the Board's financial audit. The procedures established shall comply with all statutorily required standards and generally accepted accounting procedures.

© Neola 2020~~17~~

Legal                      GASB #34  
                                  GASB #54  
                                  GASB #84  
                                  115.28(13), 115.30(1), Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of VIDEO SURVEILLANCE AND ELECTRONIC MONITORING
Code	po7440.01
Status	
Adopted	November 21, 2016
Last Revised	July 22, 2019

#### 7440.01 - VIDEO SURVEILLANCE AND ELECTRONIC MONITORING

The Board authorizes the use of video surveillance and electronic monitoring equipment at various facilities and school sites throughout the District and on school buses. Wherever the terms video surveillance or electronic monitoring are used, such reference includes both video and audio surveillance as possible technologies employed.

The District Administrator is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g. school hallways, entryways, the front office where students, employees and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the District Administrator, video surveillance/electronic monitoring equipment shall not be used in areas where persons have a reasonable expectation of privacy (e.g. restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times. Administrators are authorized to carry and use portable video cameras when responding to incidents. The Board authorizes security personnel to use body-worn video cameras while on duty, but prohibits them from being operated while the individual is routinely patrolling restrooms and locker rooms, unless the staff member is responding to a specific incident.

Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Legible and visible signs shall be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are subject to being monitored/recorded, which may include video footage, audio recording, or both. Additionally, the District Administrator is directed to annually notify parents and students via school newsletters or the Student Handbook, and staff via the Staff Handbook, of the use of video surveillance/electronic monitoring systems in their schools, which may include video footage, audio recording, or both. In cases approved by the District Administrator, camera surveillance may be used for investigatory purposes without staff, student, or public notice if the usage is calculated to further investigation into misconduct believed to have occurred or believed to be ongoing.

Any information obtained from video surveillance/electronic monitoring systems may only be used to support the orderly operation of the School District's schools and facilities, and for law enforcement purposes, and not for any other purposes. As such, recordings obtained through the use of video surveillance/electronic monitoring equipment may be used as evidence in any disciplinary proceedings, administrative proceeding or criminal proceeding, subject to Board policy and regulations. Further, such recordings may become a part of a student's education record or staff member's personnel file.

Ordinarily, video surveillance/electronic monitoring equipment will not be used to make an audio recording of conversation occurring on school grounds or property.

The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows information pertinent to staff performance or conduct may be used for that purpose.

Recordings that capture students may be student records and as such will be treated as confidential, subject to the Board's public records and student records policies.







Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of ACCOUNTING SYSTEM FOR FIXED ASSETS  
Code po7455 -TC  
Status  
Adopted November 21, 2016

#### 7455 - **ACCOUNTING SYSTEM FOR FIXED ASSETS**

The Board of Education shall maintain a fixed-asset accounting system. The fixed-asset system shall maintain sufficient information to permit the following:

- A. the preparation of year-end financial statements in accordance with generally-accepted, accounting principles
- B. adequate insurance coverage
- C. control and accountability

The Business Manager shall be responsible for the development and maintenance of the fixed-asset accounting system. The District Administrator shall develop procedures to ensure compliance with all fixed-asset policies. Each principal shall also be assigned fixed-asset responsibilities.

Fixed assets are defined as those tangible assets of the District system with a useful life in excess of one (1) year and an initial cost equal to or exceeding \$5,000.00. ~~\$300.00~~. Some items may be identified as "controlled" assets that, although they do not meet all fixed-asset criteria, are to be recorded on the fixed-asset system to maintain control.

Fixed assets shall be classified as follows:

- A. land
- B. building
- C. improvements other than building
- D. machinery and equipment
- E. furniture and fixtures
- F. vehicles
- G. plant (aerator)
- H. underground lines
- I. construction-in-progress

Leased fixed assets and assets that are jointly-owned shall be identified and recorded on the fixed-asset system.

Depreciation shall be recorded for fund fixed assets.

Accumulated depreciation shall be calculated on a straight line basis and be recorded for general fixed assets.

The following information shall be maintained for all fixed assets:

- A. description
- B. asset classification (land, building, equipment, etc.)
- C. location
- D. purchase price
- E. date purchased
- F. replacement cost
- G. appropriation
- H. manner of asset disposal

**© Neola 2020**

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.03
Status	
Adopted	August 20, 2018

#### 7540.03 - **STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY**

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. 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 of Education provides technology resources (as defined in Bylaw 0100) to support the educational and professional needs of its students and staff. With respect to students, District Technology Resources afford them the opportunity to acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board provides students with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students. The District's computer network and Internet system do 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 regulates the use of District technology resources by principles consistent with applicable local, State, and Federal laws, the District's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy and its related administrative guidelines and the Student Code of Conduct govern students' use of District Technology Resources and students' personal communication devices when they are connected to the District computer network, Internet connection, and/or online educational services/apps, or when used while the student is on Board-owned property or at a Board-sponsored activity (see Policy 5136).

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

First, the Board may not be able to technologically limit access to services through its technology resources to only those that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures, that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or the District Administrator, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The technology protection measures may not be disabled at any time that students may be using the District technology resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Board utilizes software and/or hardware to monitor online activity of students and to block/filter access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. "Harmful to minors" is a term defined by the Communications Act of 1934 (47 U.S.C. 254(h)(7)) as any picture, image, graphic image file, or other visual depiction that:

- A. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- B. depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- C. taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

At the discretion of the Board or the District Administrator, the technology protection measure may be configured to protect against access to other material considered inappropriate for students to access. The technology protection measure may not be disabled at any time that students may be using the District technology resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Technology Director may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material if access to such sites has been inappropriately blocked by the technology protection measure. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measure.

The Technology Director may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

Parents are advised that a determined user may be able to gain access to services and/or resources on the Internet that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents may find inappropriate, offensive, objectionable or controversial. Parents of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
- B. the dangers inherent in the online disclosure of personally identifiable information;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", digital piracy", "data mining", etc.), cyberbullying, and other unlawful or inappropriate activities by students online;
- D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors.

Staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

Building Principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of District technology resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media, including in chat rooms, and cyberbullying awareness and response. All users of District technology resources (and their parents if they are minors) are required to (.) sign a written agreement (.) acknowledging during the annual student registration process (.) acknowledging at each user login procedure [END OF OPTIONS] they will abide by the terms and conditions of this policy and its accompanying guidelines.

Beginning in grade three (3) students will be assigned a school email account that they are required to utilize for all school-related electronic communications, including those to staff members, peers, and individuals and/or organizations outside the District with whom they are communicating for school-related projects and assignments. Further, as directed and authorized by their teachers, they shall use their school-assigned email account when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes.

Students may only use District technology resources to access or use social media if it is done for educational purposes in accordance with their teacher's approved plan for such use.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District technology resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the District Administrator and Technology Director as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to students' use of District technology resources.

Legal

H.R. 4577, P.L. 106-554, Children's Internet Protection Act of 2000

47 U.S.C. 254(h), (1), Communications Act of 1934, as amended

20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended

18 U.S.C. 2256

18 U.S.C. 1460

18 U.S.C. 2246

47 C.F.R. 54.500 – 54.523

Last Modified by Steve LaVallee on March 9, 2020



Book Policy Manual  
Section For Board Review - Vol. 29, No. 1  
Title Copy of NOTIFICATION OF EDUCATIONAL OPTIONS  
Code po8146 - TC  
Status  
Adopted October 17, 2016  
Last Revised November 19, 2018

**8146 - NOTIFICATION OF EDUCATIONAL OPTIONS**

The Board recognizes the need to provide alternative means by which students achieve the goals of the District.

On an annual basis, a list of all educational options available to children who reside in the District, including public school, private schools participating in a parental choice program, charter schools, virtual schools, full time open enrollment, Early College Credit Program, Start College Now Program, Part-Time Open Enrollment, and options for students enrolled in a home-based private education program, will be provided to parents. **(see Policy 2370 - Educational Options Provided by the District)**

-  
Revised 7/17/17  
Revised 12/18/17

© Neola **2020**~~18~~

Legal 115.385(4), Wis. Stats.  
118.15, Wis. Stats.  
118.55, Wis. Stats.  
118.57 Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of PUBLIC RECORDS
Code	po8310
Status	
Adopted	November 21, 2016
Last Revised	November 19, 2018

### 8310 - PUBLIC RECORDS

The Board recognizes its responsibility to maintain the public records of this District and to make such records available for inspection and reproduction.

The Board designates the District Administrator as the District Records Custodian (DRC), to be the legal custodian of records for the District. The DRC shall safely keep and preserve the public records of the District and shall have the authority to render decisions and carry out duties related to those public records. The DRC may deny access to records only in accordance with the law. The DRC is authorized and encouraged to consult with the District's legal counsel to determine whether to deny access to a records request in whole or in part.

Under the Wisconsin Public Records Law, a "record" is defined as any material on which written, drawn, printed, spoken, visual, or electromagnetic information or electronically generated or stored data is recorded or preserved, regardless of physical form or characteristics, that has been created or is being kept by the authority. It includes handwritten, typed, or printed pages, maps, charts, photographs, films, recordings, tapes, optical discs, and any other medium on which electronically generated or stored data is recorded or preserved. A "record" does not include drafts, notes, preliminary computations, and like materials prepared for the originator's personal use or prepared by the originator in the name of a person for whom the originator is working; materials that are purely the personal property of the custodian and have no relation to his/her office; materials to which access is limited by copyright, patent, or bequest; and published materials in the possession of an authority other than a public library that are available for sale, or that are available for inspection at a public library. The personal use exception applies to notes created by the originator solely for the purpose of refreshing his/her recollection and as a matter of convenience (not part of his/her job duties), but does not apply to notes that are distributed to others for the purpose of communicating information or notes that are created or retained for the purpose of memorializing agency activity.

In addition, records may be exempted from disclosure as a matter of statute or common law or, under the balancing test, the public interest in disclosure may be outweighed by the public interest in non-disclosure.

Any person may make an oral or written request for any public records of the District. The person may inspect or receive copies of the public record requested. The District will respond as soon as practicable and without delay. The District will either provide the requested documents, subject to any redactions, or inform the requester of the District's decision to deny the request.

The District will comply with the Safe at Home/Address Confidentiality Program administered by the Wisconsin Department of Justice. (See Policy 5111 - Eligibility of Resident/Nonresident Students, Policy 8320 - Personnel Records and Policy 8330 - Student Records.)

The District may charge the requester of a copy of a record of \$0.25 per page, that represents the actual, necessary, and direct cost of reproduction of the record. In addition, the District may impose a fee upon a requester for the actual time spent by District employees in locating a record, if the cost is \$50.00 or more. In calculating location costs, the District will use the applicable employee's hourly rate for salary and benefits.

The District may also charge the requester for any equipment required to fill the request (such as videotapes, computer disks, etc.) The District may impose a fee upon a requester for the actual, necessary, and direct cost of mailing or shipping of any copies which are mailed or shipped to the requester.

The District may require prepayment of fees if the total amount exceeds \$5.00. If payment is required, the District will calculate the actual cost and charge the requester. If advance payment is required, the District will either invoice the requester for the difference

between the estimate and actual cost or refund any overpayment.

No public record may be removed from the office in which it is maintained, except by a Board officer or employee in the course of the performance of his/her duties.

Nothing in this policy shall be construed as preventing a Board member from inspecting in the performance of his/her official duties any record of this District, except student records and certain portions of personnel records.

The District Administrator shall establish administrative guidelines to ensure proper compliance with the intent of this policy and the public records law.

### **Records Retention Schedule**

The District has adopted the Wisconsin Department of Public Instruction's guidelines on School District record retention.

It may be accessed at the following web address:

<https://publicrecordsboard.wi.gov/Documents/DPI%20GS-APPROVED%20June%202015%20v8.1.pdf>

~~<http://publicrecordsboard.wi.gov/docview.asp?docid=15892&locid=165>~~

Revised 12/18/17

© **Neola 2018**

Legal	19.21, Wis. Stats.
	19.31-39, Wis. Stats.
	120.13(12), Wis. Stats.

Last Modified by Steve LaVallee on March 12, 2020





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of INFORMATION MANAGEMENT
Code	po8315
Status	
Adopted	November 21, 2016

### 8315 - INFORMATION MANAGEMENT

The Board recognizes its responsibility, in certain circumstances, to maintain information created, maintained or otherwise stored by the District outside the "Records Retention Schedule" in [Policy 8310- Public Records](#)~~AG-8310A~~. In such situations, a "Litigation Hold" procedure will be utilized to identify and preserve information relevant to a specific matter. "Information" includes both paper documents and electronically stored information ("ESI"). When implementing the "Litigation Hold," the District will identify individuals in possession or custody of paper documents, ESI and electronic media containing ESI, and inform them of their obligation to preserve the documents and ESI outside the "Records Retention Schedule" in [Policy 8310](#)~~AG-8310A~~. The District will also identify third parties with custody or control over paper documents, ESI, or electronic media storing ESI, and request them to preserve that information. All information falling within a "Litigation Hold," that is under the control of the District, must be preserved in a readily accessible form ~~and cannot be disposed of~~ under the ~~"Records Retention and Disposal"~~ requirements of [Policy 8310](#) ~~AG-8310E~~. Failure to comply with a Litigation Hold notice may result in disciplinary action, up to and including possible termination.

Instances where the Board must maintain information outside the "Records Retention Schedule" in [Policy 8310](#)~~AG-8310A~~ include:

- A. when the Board has specific information and/or written notice from an individual, parent or student of an intent to file an appeal of student discipline to State court;
- B. when the Board has specific information and/or written notice that litigation is imminent, even though the litigation has not yet been filed in Federal or State court;
- C. when the Board is served with litigation, including, but not limited to, notice of a lawsuit in Federal or State court, or notice of a student disciplinary appeal to State court;
- D. when the Board receives specific information and/or written notification from an employee, labor union, or other person of an intent to file a claim against the Board, its members, employees or agents at an administrative agency such as the Equal Employment Opportunity Commission, Wisconsin Employment Relations Commission, U.S. Department of Education Office for Civil Rights, ~~State Personnel Board of Review~~, or a [Wisconsin Equal Rights Division](#)~~Civil Service Commission~~ regarding a claim against the Board, its members, employees or agents;
- E. when the Board receives specific information and/or written notification from an administrative agency such as the Equal Employment Opportunity Commission, Wisconsin Employment Relations Commission, U.S. Department of Education Office for Civil Rights, ~~State Personnel Board of Review~~, or a [Wisconsin Equal Rights Division](#)~~Civil Service Commission~~ regarding a claim against the Board, its members, employees or agents;
- F. when the Board receives written notification from a third party requesting that the Board maintain information that could be at issue in litigation or potential litigation against that third party;
- G. when the District Administrator recommends the termination of an employee to the Board pursuant to a labor contract;
- H. when the Board explores, contemplates or initiates litigation.

### Definitions

"Documents" includes, but is not limited to, writings, drawings, graphs, charts, photographs, blueprints, sound recordings, images and other data or data compilations stored in any medium from which information can be obtained or translated if necessary.

"ESI" includes, but is not limited to, writings, drawings, graphs, charts, photographs, blueprints, sound recordings, images and other data or data compilations stored in any electronic media from which information can be obtained or translated if necessary. It includes, but is not limited to, e-mails, e-mail attachments, instant messages, word processing files, spreadsheets, pictures, application program and data files, databases, data files, metadata, system files, electronic calendar appointments, scheduling program files, TIFF files, PDF files, MPG files, JPG files, GIF files, network share files, internal websites, external websites, newsgroups, directories, security and access information, legacy data, audio recordings, voice mails, phone logs, faxes, internet histories, caches, cookies or logs of activity on computer systems that may have been used to process or store electronic data.

"Electronic media" includes, but is not limited to, hard drives (including portable hard disk drives "HDD's"), floppy drives, disaster recovery media, and storage media (including DVD's, CD's, floppy discs, Zip discs/drives, Jazz discs/drives, USB memory drives, jump disc/drives, flash discs/drives, keychain discs/drives, thumb discs/drives, smart cards, micro-film, backup tapes, cassette tapes, cartridges, etc.), accessed, used and/or stored on/in/through the following locations: networks and servers; laptop and desktop work computers; home and personal computers; other computer systems; backup computers or servers; archives; personal digital assistants ("PDAs" – including Palm, Blackberry, cellular phone, tablet PC, etc.); pagers; firewalls; audit trails and logs, printers; copiers; scanners; digital cameras; photographic devices; and video cameras and devices. Electronic media shall also include any item containing or maintaining ESI that is obtained by the District for Board member or employee usage or that an employee uses for such purpose (even if privately owned by the Board member or employee) from the date this policy is adopted into the future.

### **Initiation and Removal of a "Litigation Hold"**

The Board or the District Administrator may initiate a "Litigation Hold" under this policy. If the District Administrator initiates a "Litigation Hold," s/he or the Board's legal counsel will notify the Board of the reason the Litigation Hold was instituted and its scope. When implementing a Litigation Hold, the Board or District Administrator may utilize an Electronically Stored Information Team ("ESI Team"). The Board's legal counsel shall be involved in implementation of the "Litigation Hold Procedure" outlined in [Policy 8310](#)~~AG-8315~~.

A "Litigation Hold" shall remain in place until removed by the Board. A "Litigation Hold" may be removed when the litigation or administrative agency matter has been resolved or can no longer be initiated. Any information maintained under this policy shall fall back under the "Records Retention Schedule" in AG 8310A once the "Litigation Hold" is removed.

The District Administrator shall develop administrative guidelines outlining the procedures to be followed by Board members and employees when initiating and implementing a "Litigation Hold." This policy and its related administrative guidelines shall be posted and distributed in the manner described in AG 8315.

© Neola 2020~~09~~

Legal Federal Rules of Civil Procedure 34, 37(f)

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of PERSONNEL RECORDS
Code	po8320 - TC
Status	
Adopted	November 21, 2016
Last Revised	December 18, 2017

## 8320 - PERSONNEL RECORDS

Maintaining accurate personnel records is critical to effective human resource management and to the Board satisfying its legal obligations. In addition, such records frequently contain confidential information that must be managed appropriately. Accordingly, the Board has developed the following policy relating to personnel records.

### District Records Custodian (DRC) ~~Officer Designation and~~ Responsibilities

~~The Board designates the Business Manager as the District Records Officer (DRO).~~ The DRC or designee will maintain a personnel file, a payroll file, an I-9 file, and a medical file for each employee. The files will be maintained in separate, secure locations. Supervisors and other administrators should forward all personnel records, I-9 records, payroll records, and medical records to the DRC or designee to ensure that they are properly filed and maintained. Supervisors and other administrators shall not maintain files containing an employee's personnel records, payroll records, I-9 records, or medical records. The DRC or designee will also ensure that the following personnel records, if applicable, are maintained in separate, secure files:

- A. criminal conviction history requests and reports
- B. employee assistance program records
- C. employee relations complaints including, for example, discrimination complaints
- D. investigative and deliberative records relating to employee relations matters
- E. privileged and confidential communications including, but not limited to, attorney-client communications

Any individual who reviews personnel records will sign and date a log, which shall be kept in a secure location.

### Content of Personnel Record Files

The content of the files maintained by the District shall be determined by the DRO consistent with the requirements of State and Federal law and sound principles of human resource management.

### Third-Party Access to Personnel Records – Confidentiality

It is the Board's policy to respect individual privacy and to maintain in confidence all information and records pertaining to employees to the extent practicable in keeping with the Board's interest. Information in an employee's personnel file, medical file, payroll file, I-9 file and all other employment-related files will not be disclosed to any third party without an employee's written consent, except to meet the legitimate business needs of the Board or as required by law (e.g. subpoena or public record request). Further, neither the Board nor any individual employed by the Board shall access an employee's personnel records except for legitimate business purposes.

### Address Confidentiality Program

Employees who are verified participants in the Safe at Home/Address Confidentiality Program administered by the Wisconsin Department of Justice shall be permitted to use their substitute assigned address for all District purposes. The Board shall only list the address

designated by the Wisconsin Department of Justice to serve as the employee's address in any personnel records, personnel files, or staff directories. Further, the Board shall use the employee's substitute assigned address for any and all communications and correspondence between the Board and the employee. The employee's actual/confidential residential address shall be maintained in a separate confidential file that is not accessible to the public or any employees without a legitimate purpose. The intentional disclosure of an employee's actual/confidential residential address is prohibited.

## **Access to Personnel Documents, Employee and Designated Representative**

### **A. Covered Documents**


Upon the written request of an employee or former employee (the "employee"), the District shall permit the employee to inspect any medical records and personnel documents that are used or which have been used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action. The employee, however, has no right to inspect the following:

1. records relating to the investigation of possible criminal offenses committed by that employee
2. letter of reference for that employee
3. any portion of a test document, except that the employee may see a cumulative total test score for either a section of the test document or for the entire test document
4. materials used by the District for staff management planning, including judgments or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions, and job assignments or other comments or ratings used for the District's planning purposes
5. information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy
6. records relevant to any other pending claim between the District and the employee that may be discovered in a judicial proceeding
7. medical records that the District believes would have a detrimental effect on the employee

In this instance, the District may release the medical records to the employee's physician or through a physician designated by the employee, in which case the physician may release the medical records to the employee or to the employee's immediate family.

### **B. Request and Review Procedure**

The District shall grant at least two (2) requests by an employee in a calendar year, to inspect the employee's records as provided in this policy and consistent with State law.

The District shall provide the employee with the opportunity to inspect the employee's records within seven (7) working days after the employee makes the request for inspection. The inspection shall take place at a location reasonably near the employee's place of employment and during normal working hours. If the inspection during normal working hours would require an employee to take time off from work, the District may provide some other reasonable time for the inspection. In any case, the District may allow the inspection to take place at a time other than working hours or at a place other than where the records are maintained if that time or place would be more convenient for the employee. The records will be reviewed in the presence of the DR  or a designee.

The employee shall not make any alterations or additions to the record nor remove any material from the record. A copy of the employee's request to review personnel records shall be filed in the employee's personnel file.

### **C. Designated Representative**

An employee may designate a representative to inspect the employee's personnel records. The designation shall be in writing. The District shall allow such a designated representative to inspect that employee's personnel records in the same manner as the employee is permitted to inspect them under this guideline.

### **D. Copy Charges**

The District will not charge employees who wish to copy or receive a copy of records.

## **Personnel Record Correction**

If an employee disagrees with any information contained in the personnel records, a removal or correction of that information may be mutually agreed upon by the District and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The District shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file.

© Neola ~~2020~~<sup>17</sup>

Legal                            103.13, Wis. Stats.  
   165.68, Wis. Stats.  
   The Americans with Disabilities Act of 1990

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of UNAUTHORIZED ACQUISITION OF STAFF PERSONAL INFORMATION
Code	po8320.01 - TC
Status	
Adopted	November 21, 2016
Last Revised	December 18, 2017

#### 8320.01 - UNAUTHORIZED ACQUISITION OF STAFF PERSONAL INFORMATION

The District Records Custodian Officer (DRC~~Θ~~) will maintain a personnel file, a payroll file, an I-9 file, and a medical file for each employee. The files will be maintained in separate, secure locations. The files will be maintained in both electronic and paper format.

If the DRC~~Θ~~ becomes aware of the unauthorized acquisition of "Personal Information" the DRC~~Θ~~ shall make reasonable efforts to notify each affected staff member that their personal information has been accessed. "Personal Information" includes the individual's social security number, driver's license number, State identification number, the number of financial accounts or access codes, the individual's deoxyribonucleic acid (DNA) profile, or the individual's unique biometric data including fingerprint, voice print, retina or iris image, or any other unique physical representation.

No such notification is required if either (a) the acquisition of data does not create a material risk of identity theft or fraud to the individual; or (b) the personal information was acquired in good faith by a District employee or agent, and was used only for lawful purposes.

The notice shall be issued within a reasonable time, not to exceed forty-five (45) days after the District learns of the unauthorized acquisition of the personal information. The notice shall indicate that the District knows of the unauthorized acquisition of personal information pertaining to the staff member. The notice shall be by mail or by a method the District has previously employed to communicate with the staff member.

#### Required Notice for Unauthorized Acquisition of Information

If, as the result of a single incident, the District is required to notify 1,000 or more individuals, the DRC~~Θ~~ shall without unreasonable delay, notify all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis of the timing, distribution, and content of the notices sent to the staff members.

Upon written request from a staff member who has received a notice, the District shall identify the personal information that was acquired.

A law enforcement agency may, in order to protect an investigation or homeland security, ask the District not to provide a notice for any period of time and the District's notification process shall begin at the end of that time period.

© Neola ~~2020~~17

Legal 134.98 Wis. Stats.

Last Modified by Steve LaVallee on March 1, 2020



Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of STUDENT RECORDS
Code	po8330 - TC
Status	
Adopted	November 21, 2016
Last Revised	November 18, 2019

### 8330 - **STUDENT RECORDS**

In order to provide appropriate educational services and programming, the Board must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard students' privacy and restrict access to students' personally identifiable information.

Except for data identified by policy as "directory data," student "personally identifiable information" includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

The Board is responsible for the records of all students who attend or have attended schools in this District. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School District or specifically permitted by this Board will be compiled by Board employees.

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

Student records shall be available only to students and their parents, eligible students, designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law.

#### **Address Confidentiality Program**

Students who are verified participants in the Safe at Home/Address Confidentiality Program administered by the Wisconsin Department of Justice shall be permitted to use their substitute assigned address for all District purposes. The Board shall refrain from including the student's actual/confidential residential address in any student records or files (including electronic records and files) or disclosing the student's actual/confidential residential address when releasing student records. The Board shall only list the address designated by the Wisconsin Department of Justice to serve as the student's address in any student records or files, including electronic records and files. Further, the Board shall use the student's substitute assigned address for any and all communications and correspondence between the Board and the parent(s) of the student (or adult student). The student's actual/confidential residential address shall be maintained in a separate confidential file that is not accessible to the public or any employees without a legitimate purpose. The intentional disclosure of a student's actual/confidential residential address is prohibited.

The Board may enter into a memorandum of understanding with a county department under State statutes (s. 46.215, 46.22 or 46.23) or a tribal organization, as defined under Federal law, that permits disclosure of information contained in student records as provided under State law in cases in which the student's parent, if the student is a minor, or the student, if the student is an adult, does not grant permission for such disclosure.

The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" or "adult student" refers to a student who is eighteen (18) years of age or older, or a student of any age who is enrolled in a postsecondary institution.

Both parents shall have equal access to student records unless stipulated otherwise by court order or law. In the case of eligible students, parents may be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code, and provided that the student has not made a written request to the District that his/her parents not be permitted access to personally identifiable information from his/her records.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board; a person or company with whom the Board has contracted to perform a special task (such as an attorney, auditor, or medical consultant); a contractor, consultant, volunteer or other party to whom the Board has outsourced a service otherwise performed by Board employees (e.g. a therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks (including volunteers).

"Legitimate educational interest" is defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District" or if the record is necessary in order for the school official to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have legitimate educational interest.

The Board authorizes the administration to:

- A. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a private or public school or school district in which a student of this District is enrolled, seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis, upon condition that:
  1. a reasonable attempt is made to notify the student's parent or eligible student of the transfer (unless the disclosure is initiated by the parent or eligible student; or the Board's annual notification - Form 8330 F9 - includes a notice that the Board will forward education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer);
  2. the parent or eligible student, upon request, receives a copy of the record;
  3. the parent or eligible student, upon request, has an opportunity for a hearing to challenge the content of the record; and
  4. no later than the next working day, the District shall transfer to another school, including a private or tribal school, or school district, all student records relating to a specific student if the transferring school district or private school has received written notice from the student if s/he is an adult or his/her parent or guardian if the student is a minor that the student intends to enroll in the other school or school district or written notice from the other school or school district that the student has enrolled or from a court that the student has been placed in a juvenile correctional facility, as defined in s. 938.02(10p), or a secured residential care center for children and youth, as defined in s. 938.02(15g);

In this subsection, "school" and "school district" include any juvenile correctional facility, secured residential care center for children and youth, adult correctional institution, mental health institute, or center for the developmentally disabled that provides an educational program for its residents instead of, or in addition to, that which is provided by public, private, and tribal schools.
- B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a juvenile detention facility in which the student has been placed, or a juvenile court that has taken jurisdiction of the student;
- C. disclose student records that are pertinent to addressing a student's educational needs to a caseworker or other representative of the department of children and families, a county department under s. 46.215, 46.22, or 46.23, or a tribal organization, as defined in 25 USC 450b(L), that is legally responsible for the care and protection of the student, if the caseworker or other representative is authorized by that department, county department, or tribal organization to access the student's case plan;
- D. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;
- E. report a crime committed by a child to appropriate authorities, and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education and disciplinary records to the authorities for their consideration;
- F. release de-identified records and information in accordance with Federal regulations;
- G. disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the District for purposes of developing, validating or administering predictive tests, administering student aid



programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than a representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. ~~(See Form 8330 F14.)~~

- H. disclose personally identifiable information from education records without consent, to authorized representatives of the Federal government, as well as State and local educational authorities. The disclosed records must be used to audit or evaluate a Federal or State-supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. ~~(See Form 8330 F16)~~

The District will verify that the authorized representative complies with FERPA regulations.

- I. request each person or party requesting access to a student's record to abide by Federal regulations and State laws concerning the disclosure of information.

The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, or otherwise restricted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of each request for access and each disclosure of personally identifiable information. Such disclosure records will indicate the student, person viewing the record, their legitimate interest in the information, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent, or, if the student is an eligible student, without the written consent of the student, except as provided by applicable law.

#### **DIRECTORY INFORMATION**

Each year the District Administrator shall provide public notice to students and their parents of the District's intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information":

- A. a student's name;
- B. photograph;
- C. participation in officially-recognized activities and sports;
- D. height and/or weight, if a member of an athletic team;
- E. date of graduation;
- F. degrees and awards received.

Parents and eligible students may refuse to allow the Board to disclose any or all of such "directory information" upon written notification to the Board within fourteen (14) days after receipt of the District Administrator's annual public notice. ~~Any parent or eligible student that refuses to allow disclosure of directory data and participates in the extra-curricular activity must complete Form 2431 F1—Parent Acknowledgement of Risk and Release, which includes a limitation on the refusal to disclose directory information obtained during the course of the student's participation in extra-curricular activities.~~

In accordance with Federal and State law, the Board shall release the names, addresses, and telephone listings of secondary students to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. A secondary school student or parent of the student may request in writing that the student's name, address, and telephone listing not be released without prior consent of the parent(s)/eligible student. The recruiting officer is to sign a form indicating that "any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces." The District Administrator is authorized to charge mailing fees for providing this information to a recruiting officer.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's health or education records or for the release of "directory information," either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the District Administrator shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose "directory information," on former students without student or parental consent, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not collect or use personal information obtained from students or their parents for the purpose of marketing or for selling that information.

#### **INSPECTION OF INFORMATION COLLECTION INSTRUMENT**

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible student must submit a written request to the building principal at least fourteen (14) business days before the scheduled date of the activity. The instrument will be provided to the parent or eligible student within fourteen (14) business days of the principal receiving the request.

The District Administrator shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following:

- A. college or other postsecondary education recruitment, or military recruitment
- B. book clubs, magazine, and programs providing access to low-cost literary products
- C. curriculum and instructional materials used by elementary and secondary schools
- D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments
- E. the sale by students of products or services to raise funds for school-related or education-related activities
- F. student recognition programs

The District Administrator is directed to prepare administrative guidelines so that students and parents are adequately informed each year regarding their rights to:

- A. inspect and review the student's education records;
- B. request amendments if the parent believes the record is inaccurate, misleading, or violates the student's privacy rights;
- C. consent to disclosures of personally identifiable information contained in the student's education records, except to those disclosures allowed by the law;
- D. challenge Board noncompliance with a parent's request to amend the records through a hearing;
- E. file a complaint with the United States Department of Education;
- F. obtain a copy of the Board's policy and administrative guidelines on student records.

The District Administrator shall also develop procedural guidelines for:

- A. the proper storage and retention of records including a list of the type and location of records;
- B. informing Board employees of the Federal and State laws concerning student records.

The Board authorizes the use of the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this Board as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Furthermore, such an entity must enter into a written contract with the Board delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Board. In addition, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board. ~~See Form 8330-F14 and Form 8330-F16 for additional contract requirements.~~

Revised 11/21/16

Revised 7/17/17

Revised 12/18/17

Revised 7/22/19

© Neola 2020~~19~~

#### Legal

46.23 Wis. Stats.

46.22 Wis. Stats.

46.215 Wis Stats.

115.298 Wis. Stats.

118.125, Wis. Stats.

118.125(2)(q) Wis. Stats.

25 U.S.C. 450b(L)

34 C.F.R. Part 99

20 U.S.C. Section 1232f (FERPA)

20 U.S.C. Section 1232g (FERPA)

20 U.S.C. Section 1232h (FERPA)

20 U.S.C. Section 1232i (FERPA)

26 U.S.C. 152

20 U.S.C. 1400 et seq., Individuals with Disabilities Education Improvement Act

20 U.S.C. 7165(b)

20 U.S.C. 7908

Last Modified by Steve LaVallee on March 1, 2020

Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of ANIMALS ON DISTRICT PROPERTY
Code	po8390
Status	
Adopted	November 21, 2016

### 8390 - ANIMALS ON DISTRICT PROPERTY

The Board recognizes that there are many occasions when animals are present on District property and many reasons for those animals' presence. Animals are commonly utilized by teachers during classroom presentations and are often housed in classrooms and other locations on campus. Additionally, employees, students, parents, vendors, and other members of the public may be accompanied at school by a service animal in accordance with Federal and State law and this policy.

This policy shall apply to all animals on District property, including service animals.

#### Definitions

- A. **"Animal"**: Includes any living creature that is not a human being.
- B. **"Service animal"**: any guide dog, signal dog, or other animal that is individually trained or being trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone or fallen objects, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

The Americans with Disabilities Act (ADA) has also specifically defined a miniature horse as an animal that can serve as a service animal, so long as the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. To better determine whether the Board must allow for the use of a miniature horse or make modifications to buildings, the Board should refer to Section 35.136 (c) through (h) of the ADA.

- C. **"Emotional Support Animal"**: Emotional support animals provide comfort to individuals but are not trained to perform a specific job or tasks. This definition does not include psychiatric service animals who are properly trained and certified as a "service animal". See 28 C.F.R 36.104

#### Vaccination, Licensing and/or Veterinary Requirements

Animals housed on District property or brought on District property for any school purpose, such as to conduct random searches for illegal substances or to support classroom activities, or brought on to District property on a regular basis for any purpose, including service animals, must meet every veterinary requirement set forth in State law and County regulation/ordinance, including but not limited to rabies vaccination or other inoculations required for the animal to be properly licensed.

#### Non-Service Animals in Schools and Elsewhere on District Property

Animals permitted in schools and elsewhere on District property shall be limited to those necessary to support specific curriculum-related projects and activities, those that provide assistance to a student or staff member due to a disability (e.g., seizure disorder), or those that serve as service animals as required by Federal and State law.

Taking into consideration that some animals can cause or exacerbate allergic reactions, spread bacterial infections, or cause damage and create a hazard if they escape from confinement, the Principal may permit non-service animals to be present in classrooms to support curriculum-related projects and activities only under the following conditions:

A. the staff member seeking approval to have a non-service animal in his/her classroom shall:

1. provide a current satisfactory health certificate or report of examination from a veterinarian for the animal, if required by applicable law or ordinance;
2. take precautions deemed necessary to protect the health and safety of students and other staff;
3. ensure that the animal is treated humanely, keeping it in a healthy condition and in appropriate housing (e.g., a cage or tank) that is properly cleaned and maintained;
4. keep the surrounding areas in a clean and sanitary condition at all times; and

B. other staff members and parents of students in areas potentially affected by animals have been notified in writing and adjustments have been made to accommodate verified health-related or other concerns.

Except where required by law, the presence of a non-service animal shall be disallowed if documented health concerns of a student or staff member cannot be accommodated.

### **Emotional Support Animals for Students**

An emotional support animal is not granted the same access to school buildings and classrooms, as service animals. The District is not required to grant students' requests that they be permitted to bring an emotional support animal to classes or on school grounds for any purpose.

### **Service Animals for Students**

A service animal is permitted to accompany a student with a disability to whom the animal is assigned anywhere on the school campus where students are permitted to be.

A service animal is the personal property of the student and/or parents. The Board does not assume responsibility for training, daily care, or healthcare of service animals. The Board does not assume responsibility for personal injury or property damage arising out of or relating to the presence or use of service animals on District property or at District-sponsored events.

A service animal that meets the definitions set forth in the ADA and this policy shall be under the control of the student with a disability, or a separate handler if the student is unable to control the animal. A service animal shall have a harness, leash, or other tether, unless either the student with a disability is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the student's control (e.g., voice control, signals, or other effective means), or under the control of a handler other than the student.

If the student with a disability is unable to control the service animal and another person serves as the animal's handler, that individual shall be treated as a volunteer and, as such, will be subject to Policy 8120.

### **Removing and/or Excluding a Student's Service Animal**

If a service animal demonstrates that it is not under the control of the student or its handler, the Principal is responsible for documenting such behavior and for determining if and when the service animal is to be removed and/or excluded from school property.

Similarly, in instances when the service animal demonstrated that it is not housebroken, the Principal shall document such behavior and determine whether the service animal is to be removed and/or excluded from school property.

The Principal should notify the District Administrator prior to, or as soon thereafter as is practicable, removing or excluding a service animal and, immediately subsequent to such notification, document the reasons for the removal and/or exclusion.

The Principal's decision to remove and/or exclude a service animal from school property may be appealed in accordance with the complaint procedure set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The procedures set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity do not intended to interfere with the rights of a student and his/her parents or an eligible student to pursue a complaint of legally prohibited discrimination with the United States Department of Education's Office for Civil Rights or the Department of Justice.

### **Eligibility of a Student's Service Animal for Transportation**

A student with a disability shall be permitted to access School District transportation with his/her service animal. There may also be a need for the service animal's handler, if the handler is someone other than the student, to also access School District transportation.

When a service animal is going to ride on a school bus owned or leased by the District, the student and his/her parents, or eligible student, and the handler, if s/he is someone other than the student, shall:

- A. meet with the Transportation Supervisor to discuss critical commands needed for daily interaction and emergency/evacuation, and to determine whether the service animal should be secured on bus/vehicle with a tether or harness.
- B. at the discretion of the Transportation Supervisor an orientation will take place for students and staff who will be riding the bus/vehicle with the service animal regarding the animal's functions and how students should interact with the animal.
- C. The service animal shall board the bus by the steps with the student, not a lift, unless the student uses the lift to enter and exit the bus. The service animal must participate in bus evacuation drills with the student.
- D. While the bus is in motion, the service animal shall remain positioned on the floor, at the student's feet. A determination shall also be made regarding whether the service animal should be secured on the bus with a tether or harness.

While the bus is in motion, the service animal shall remain positioned on the floor, at the student's feet.

Situations that would cause cessation of transportation privileges for the service animal include:

- A. The student, or handler, is unable to control the service animal's behavior, which poses a threat to the health or safety of others;  
or
- B. The service animal urinates or defecates on the bus.

The student and his/her parents shall be informed of behaviors that could result in cessation of transportation privileges for the service animal, in writing, prior to the first day of transportation.

If it is necessary to suspend transportation privileges for the service animal for any of the above reasons, the decision may be appealed to the Principal.

Although transportation may be suspended for the service animal, it remains the District's responsibility to transport the student. Furthermore, unless the behavior that resulted in the service animal's removal from the bus is also documented during the school day, the service animal may still accompany the student in school.

### **Service Animals for Employees**

In accordance with Policy 1623, Policy 3123, and Policy 4123 - -Section 504/ADA Prohibition Against Disability Discrimination in Employment, the Board provides qualified individuals with disabilities with reasonable accommodation(s). An employee with a disability may request authorization to use a service animal while on duty as such an accommodation. The request will be handled in accordance with the ADA mandated interactive process.

### **Service Animals for Parents, Vendors, Visitors, and Others**

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs or activities, as vendors, or as invitees, are permitted to go.

Individuals who will access any area of the District's facilities with their service animals should follow the building's standard visitor registration procedures and are encouraged to notify the Principal that their service animal will accompany them during their visit.

An individual with a disability who attends a school event will be permitted to be accompanied by his/her service animal in accordance with Policy 9160 - Public Attendance at School Events.

© Neola ~~2020~~15

Legal                            28 C.F.R. 35.104, 28 C.F.R. 35.136  
   Wis. Stat. 106.52, Section 504 of the Rehabilitation Act of 1973 (Section 504)  
   The Americans with Disabilities Act (ADA)  
   The Individuals with Disabilities Education Act (IDEA)

Last Modified by Steve LaVallee on March 12, 2020





Book Policy Manual  
 Section For Board Review - Vol. 29, No. 1  
 Title Copy of RELIGIOUS AND PATRIOTIC CEREMONIES AND OBSERVANCES  
 Code po8800  
 Status  
 Adopted November 21, 2016  
 Last Revised December 18, 2017

**8800 - RELIGIOUS AND PATRIOTIC CEREMONIES AND OBSERVANCES**

The Board acknowledges that it is prohibited from adopting any policy or rule respecting or promoting an establishment of religion.

The Board may not prohibit any student from the free, individual, and voluntary exercise or expression of the student’s religious beliefs.

District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration.

Distribution of any outside organization's materials, including a request by any person wishing to facilitate dissemination of materials on District property may make a request in accordance with Policy 7510 and AG 7510A - Use of District Facilities and Policy 9700 - Relations with Non-School Affiliated~~Special-Interest~~ Groups and AG 9700A – Distribution of Materials to Students.

Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgment of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.

The Board shall not conduct or sanction a baccalaureate service in conjunction with graduation ceremonies.

The Board shall not include religious invocations, benedictions, or formal prayer at any school-sponsored event.

The flag of the United States shall be raised above each school and/or at other appropriate places during all school sessions, weather permitting. The flag shall be raised before the opening of school and taken down at its close every day.

Professional staff members are authorized to lead students in the Pledge of Allegiance or the National Anthem at an appropriate time each school day. No student or staff may be compelled to recite the Pledge or sing the National Anthem.

Every school in the District shall offer the Pledge of Allegiance or the National Anthem each school day in grades 1 through 12. District staff conducting these activities shall protect the rights and the privacy of a nonparticipating student.

© Neola ~~2020~~**17**

Legal 118.06(2), Wis. Stats.  
 20 U.S.C. 4071 et seq.

Last Modified by Steve LaVallee on March 1, 2020





Book	Policy Manual
Section	For Board Review - Vol. 29, No. 1
Title	Copy of PUBLIC REQUESTS, SUGGESTIONS, OR COMPLAINTS
Code	po9130
Status	
Adopted	April 23, 2018
Last Revised	July 22, 2019

### 9130 - PUBLIC REQUESTS, SUGGESTIONS, OR COMPLAINTS

Any individual(s), having a legitimate interest in the staff, programs and operations of this District shall have the right to present a request, suggestion, or complaint to the District and the Board. At the same time, the Board has a right to protect ~~District~~ the staff from ~~inappropriate~~ harassment, disclosure of confidential information, and other violations of the staff or student's rights. It is the intent of this policy to provide guidelines for considering and addressing public requests, suggestions, or complaints in an efficient, reasonable, and equitable manner. Requests, suggestions, or complaints made by District staff members are covered by Policy 1422, Policy 3122, and Policy 4122. This policy is not to be used to appeal or to otherwise seek review of a personnel decision that was or could have been reviewed through the grievance policy, Policy 3340 or Policy 4340.

It is the desire of the Board to address any such matters through direct, informal discussions, ~~and other means~~. It is only when attempts at informal resolution fail that more formal procedures shall be used.

Generally, requests, suggestions, or complaints reaching the Board or Board members shall be referred to the District Administrator for consideration. Any individual presenting such a matter shall be provided with a copy of this policy. Only those items that are appropriate for consideration under this policy will be considered. The Board reserves the right to dismiss any item raised if it is not appropriate for consideration under this policy.

#### Guidelines for Matters Regarding a Staff Member

##### A. First Level

Generally, if the matter concerns a staff member the individual(s) should discuss the matter with the staff member. The staff member shall take appropriate action within his/her authority and District administrative guidelines to deal with the matter.

Discussion with the staff member may not be appropriate in some situations including, for example, where the matter involves suspected child abuse, substance abuse, or any other serious allegation that may require investigation or inquiry by school officials prior to approaching the staff member.

As appropriate, the staff member shall report the matter and whatever action may have been taken to the immediate supervisor.

##### B. Second Level

If the matter has not been satisfactorily addressed at the First Level or it would be inappropriate to discuss the matter with the staff member, the individual(s) may discuss the matter with the staff member's supervisor, if applicable. Discussions with the supervisor shall occur promptly following any discussion with the staff member.

##### C. Third Level

If the matter has not been satisfactorily addressed at the Second level, and the matter does not involve the District Administrator, the individual(s) may submit a written request for a conference to the District Administrator. This request should include:

1. the specific nature of the request, suggestion or complaint and a brief statement of the facts giving rise to it;
2. the respect in which it is alleged that the individual(s) (or child of a complainant) has been affected adversely;
3. the action which the individual(s) wishes taken and the reasons why it is felt that such action be taken.

The request must be submitted promptly after discussion with the staff member's supervisor. The District Administrator shall respond in writing to the individual(s) and shall advise the Board of any resolution of the matter.

#### D. Fourth Level

If the matter has not been satisfactorily addressed at the Third Level, or at the First Level in the case of a matter involving the District Administrator, the individual(s) may submit a written request to the Board to address the matter. Any such request must be submitted within ten (10) business days of the latest attempt to resolve the matter. The written submission shall include all correspondences pertaining to the matter between the individual and any School District officials or employees.

The Board, after reviewing all material relating to the matter, may, at its discretion, shall provide the individual(s) with a written response.

The Board may choose to consolidate complaints or other communications for consideration if more than one individual raises similar concerns before it, but reserves the right to refuse to consider any subsequent complaint on the same matter unless previously unknown material facts are raised.

If the individual(s) contacts an individual Board member to discuss the matter, the Board member shall inform the individual that s/he has no authority to act in his/her individual capacity and may refer the individual(s) to this guideline or the District Administrator for further assistance.

#### **Guidelines for Matters Regarding District Services or Operations**

If the matter relates to a District procedure or operation, it should be addressed, initially, to the person with administrative responsibility and then in subsequently higher levels as prescribed in "Guidelines for Matters Regarding a Professional Staff Member".

#### **Guidelines for Matters Regarding Enrollment Disputes**

If the matters relates to disputes concerning student residency determination, Homelessness under the McKinney-Vento Act, or related issues, the matter should be addressed initially to the District's Residency or Homelessness Coordinator, and then to the Third Level of the process for "Matters Regarding a Staff Member".

#### **Guidelines for Matters Regarding the Educational Program**

If the matter relates to a District program, it should be addressed, initially, to the Curriculum Director and then in subsequently higher levels as prescribed in "Matters Regarding a Professional Staff Member".

#### **Guidelines for Matters Regarding Instructional Materials**

The District Administrator shall prepare information so that students and parents are adequately informed each year regarding their right to inspect instructional materials used as part of the educational curriculum and the procedure for completing such an inspection. See Policy 2414, AG 9130A and Form 9130 F3.

If the request, suggestion, or complaint relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the District, the following procedure shall be followed:

##### A. The criticism is to be addressed to the Curriculum Director, in writing, and shall include:

1. author;
2. title;
3. the complainant's familiarity with the material objected to;
4. sections objected to by page and item;
5. reasons for objection.

##### B. Upon receipt of the information, the Curriculum Director may, after advising the District Administrator of the complaint, and upon the District Administrator's approval, appoint a review committee, which shall comply with the open meetings law.

- C. If the request, suggestion, or complaint relates to the human growth and development curriculum or instructional materials, it shall be referred to the advisory committee responsible for developing the human growth and development curriculum and advising the Board on the design, review, and implementation of the curriculum. (See Policy 2414).
- D. The committee, in evaluating the questioned material, shall be guided by the following criteria:
1. the appropriateness of the material for the age and maturity level of the students with whom it is being used
  2. the accuracy of the material
  3. the objectivity of the material
  4. the use being made of the material
- E. The material in question may not be temporarily withdrawn from use pending final resolution of the matter.
- F. The committee's recommendation shall be reported to the District Administrator in writing within ten (10) business days following the ~~formation of the committee~~ the first meeting of the committee. The District Administrator will advise the individual(s), in writing, of the committee's recommendation and the District Administrator's decision. The District Administrator shall also advise the Board of the committee's recommendation and his/her decision.
- G. The individual(s) may submit an appeal the District Administrator's decision in writing to the Board President within ten (10) business days of receiving the decision. The written appeal and all written material relating to it shall be referred to the Board for review.
- H. The Board shall review the matter and advise the individual(s), in writing, of its decision as soon as practicable. The Board shall determine on a case-by-case basis whether its review will include appearances by the petitioner and administration, be based on written submissions, or only on the record produced by the Committee and/or District Administrator.

No challenged material may be permanently removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

Revised 11/19/18

© Neola 2019

Legal                      118.01, Wis. Stats.  
                                  118.019, Wis. Stats.  
                                  20 U.S.C. 1232h

Last Modified by Steve LaVallee on March 9, 2020

FY20-21 Staff or Program Change Proposal - Phase 2 (Final)			
Staff or Program Change	Addition to Expenditures/ Increased Costs	Reduction in Expenditures/ Cost Savings	Rationale
<b>ASSUMPTIONS ADDED TO FORECAST MODEL</b>			
Eliminate secondary health para; use support per elementary model		\$17,540.00	BOE approved 19-20
Summer school secretary wages		\$750.00	BOE approved 19-20
Reduce 1.0 FTE by not extending the one-year elementary contract; realign gr. 6-8 teaching assignments		\$63,700.00	Current teacher on one-year contract is not certified to teach beyond 6th grade; 5.0 FTEs are needed for core middle school instruction. BOE approved 19-20
Teacher Advancement Model	\$50,400.00		Salary Advancement Model
Support Staff & Administrative Wage Increase	\$22,287.00		CPI at 1.78%
Health Insurance	\$100,100.00		Budgeted 10% increase The renewal came in at a 19% increase (out to bid)
Dental Insurance	\$1,488.00		2% increase
Vision Insurance	\$130.00		2% increase
WRS, Social Security, Medicare	\$14,542.00		2.5% increase due to higher wages/salaries
Gas, Electric, Water & Sewer	\$5,116.00		2% increase (inflation)
Busing/Fuel	\$11,556.00		2.5% increase (based on CPI 2-5%)
Revenue decreases	\$123,400.00		Estimate based on enrollment and aid
TOTAL	\$329,019.00	\$81,990.00	
	\$247,029.00		

FY20-21 Staff or Program Change Proposal - Phase 2 (Final)			
Staff or Program Change	Addition to Expenditures/ Increased Costs	Reduction in Expenditures/ Cost Savings	Rationale
<b>AFTER ASSUMPTIONS, ADDITIONAL CUTS</b>			
No Admin. Salary Increase		\$9,000.00	CPI is 1.78%
Increase Out-of-Pocket Deductible		\$32,000.00	\$2,000 - family (incr. \$1,000), \$1,000 - single (incr. \$500)
Reduce 1.0 FTE Title I Teacher		\$71,150.00	A licensed reading teacher will provide direct service at the private school using the private school Title I allocation.
Not fill vacancy -1 library para		\$18,066.00	The library para would go between buildings opposite the District Library/Media Specialist.
Eliminate 1 Sr. Class Advisor		\$300.00	Senior class has 2 advisors, all other classes have 1.
Eliminate Forensics Asst. Coach		\$1,255.00	Based on the reduced numbers of forensics participants.
Eliminate Asst. Varsity Volleyball Coach		\$1,935.00	Provide equitable coaching support with one coach per team: Varsity, JV, JV2, 7th, and 8th.
Add Marching Band stipend	\$375.00		\$75 per event, maximum of 5 events
Reduce Chromebook parts budget		\$1,000.00	Newer Chromebooks are breaking less so fewer parts are needed.
Revise IT Lease agreements		\$1,500.00	The more expensive, older leases are complete and newer more cost efficient leases will be implemented.
Add part time speech support - contract with therapist from Appleton with private practice	\$10,800.00		Speech/Language therapy caseload has increased. There are presently over 60 students with varying levels of need. Forecast of approx. 20 students needing 6 hours a week for therapy, prep. and meetings. @ \$50/hr = \$300 * 36 weeks
Decrease .48 FTE staffing to create 1.0 FTE K-12 Music/Choir teacher		\$22,450.00	
Reduce all budgets proportionally		\$6,000.00	
Reduce 1.0 FTE Office Staff - Restructure Office Clerical Support		\$98,472.00	
<b>Total Additions</b>	\$11,175.00		
<b>Total Reductions</b>		\$263,128.00	
		\$251,953.00	<b>TOTAL CHANGE</b>
		\$4,924.00	Reductions exceed Additions slightly

FY20-21 Staff or Program Change Proposal - Phase 3 (If Needed)			
Staff or Program Change	Addition to Expenditures/ Increased Costs	Reduction in Expenditures / Cost Savings	Rationale
All budgets cut by 5%		\$60,000.00	
Relocation of Paving the Way to HS		\$10,000.00	Rent, utilities
Reduce 1 SPED paraprofessional at HS		\$16,000.00	If relocating Paving the Way
Total Additions	\$0.00		
Total Reductions		\$86,000.00	
		-\$86,000.00	Reductions exceed Additions

FY 21-22 Staff & Program Change Proposal - Phase 1			
Staff or Program Change	Addition to Expenditures/ Increased Costs	Reduction in Expenditures/ Cost Savings	Rationale
Reduce 1.0 FTE Administrator		\$120,000.00	
Total Additions	\$0.00		
Total Reductions		\$120,000.00	
		-\$120,000.00	Reductions exceed Additions

Revised 1/30/2020

GENERAL FUND (FUND 10)	Budget 2019-20	Revised Budget 2019-20
Beginning Fund Balance (Account 930 000)	2,019,342.91	2,019,342.91
<b>TOTAL ENDING FUND BALANCE (ACCT. 930 000)</b>	<b>2,019,342.91</b>	<b>2,019,342.91</b>
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>		
100 Transfers-in	192,300.00	0
<b>Local Sources</b>		
210 Taxes	3,000,000.00	3,000,000.00
213 Mobile Home tax	0.00	7,300.00
270 School Activity Income	11,000.00	11,000.00
280 Interest on Investments	12,000.00	18,000.00
290 Other Revenue, Local Sources	29,100.00	29,100.00
<b>Subtotal Local Sources</b>	<b>3,052,100.00</b>	<b>3,065,400.00</b>
<b>Other School Districts Within Wisconsin</b>		
310 Transit of Aids	0.00	0.00
340 Payments for Services	165,000.00	185,670.00
<b>Subtotal Other School Districts within Wisconsin</b>	<b>165,000.00</b>	<b>185,670.00</b>
<b>Intermediate Sources</b>		
510 Transit of Aids	7,389.00	7,389.00
<b>Subtotal Intermediate Sources</b>	<b>7,389.00</b>	<b>7,389.00</b>
<b>State Sources</b>		
610 State Aid -- Categorical	54,000.00	58,521.00
620 State Aid -- General	4,323,683.00	4,323,683.00
630 DPI Special Project Grants	4,880.00	4,880.00
660 Other State Revenue Through Local Units	2,000.00	2,000.00
690 Other Revenue	849,944.00	849,944.00
<b>Subtotal State Sources</b>	<b>5,234,507.00</b>	<b>5,239,028.00</b>
<b>Federal Sources</b>		
710 Federal Aid - Categorical	0.00	0.00
730 DPI Special Project Grants	44,375.00	44,375.00
750 IASA Grants	104,935.00	119,094.00
<b>Subtotal Federal Sources</b>	<b>149,310.00</b>	<b>166,451.00</b>
<b>Other Revenues</b>		
960 Adjustments	1,000.00	1,000.00
970 Refund of Disbursement	0.00	4,700.00
990 Miscellaneous	0.00	6,000.00
<b>Subtotal Other Revenues</b>	<b>1,000.00</b>	<b>11,700.00</b>
<b>TOTAL REVENUES &amp; OTHER FINANCING SOURCES</b>	<b>8,801,606.00</b>	<b>8,675,638.00</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>		
<b>Instruction</b>		
100 000 Regular Instruction	4,090,094	3,774,675
<b>Subtotal Instruction</b>	<b>4,090,944.00</b>	<b>3,774,675.00</b>
<b>Support Sources</b>		
200 000 Support Services	3,242,363	3,503,095
<b>Subtotal Support Sources</b>	<b>3,242,363.00</b>	<b>3,503,095.00</b>
<b>Non-Program Transactions</b>		
400 000 Inter-fund Transfers	1,468,299	1,397,868
<b>Subtotal Non-Program Transactions</b>	<b>1,468,299.00</b>	<b>1,397,868.00</b>
<b>TOTAL EXPENDITURES &amp; OTHER FINANCING USES</b>	<b>8,801,606.00</b>	<b>8,675,638.00</b>



## **Employee Benefit Trust Fund of School District of Manawa**

### **Selection of Investments**

#### **Introduction**

The overall objective of this statement is to provide guidance for the investment of contributions and other Employee Benefit Trust Fund assets to help maintain adequate funding for Trust liabilities. The investment selection sets forth the strategy that will be applied in accordance with Investment Policy and State Statutes.

#### **Standard of Prudence**

The standard of prudence to be used by the investment officials shall be the “prudent investor” and shall be applied in the context of managing the portfolio. Investments shall be made with the care, skill, prudence and diligence that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character with like aims.

The Investment Advisor may employ investments that have disciplines outside of the established asset allocation guidelines as appropriate to meet the Standard of Prudence.

#### **Rebalancing**

The Investment Advisor will evaluate Trust asset allocation against the preferred targets and acceptable ranges at least on a quarterly basis, or more frequently if market conditions dictate. If a particular asset class exceeds the maximum or minimum constraints of its acceptable range, the Investment Advisor will rebalance Trust assets to bring the asset class allocation back within the asset allocation guidelines established in the portfolio strategies. Trust assets will not be rebalanced when the Committee requests that the Investment Advisor hold cash equivalents for shorter-term needs causing certain asset classes to fall outside the acceptable ranges.

Asset Class	Ultra Conservative		Conservative		Moderate		Aggressive	
	Strategy 1		Strategy 2		Strategy 3		Strategy 4	
	Min-Max	Target	Min-Max	Target	Min-Max	Target	Min-Max	Target
Money Funds	0-100%	70%	0-30%	5%	0-25%	3%	0-20%	2%
Fixed Income Investment Grade	0-50%	30%	40-75%	57%	20-50%	38%	5-30%	17%
High Yield	0%	0%	0-20%	8%	0-25%	10%	0-25%	8%
Domestic Equity	0%	0%	10-40%	30%	30-60%	45%	40-70%	60%
International Equity	0%	0%	0-10%	0%	0-15%	0%	0-25%	5%
Inflation Sensitive	0%	0%	0-10%	0%	0-15%	4%	0-20%	8%
		100%		100%		100%		100%

### Investment Selection

Sub-Account:

CESA 6 WI OPEB Manawa School District  
Roll-Up Account (Account: 99-IT56-AA-9)

Investment Strategy:

3 (1-4)

Date approved:

March 16, 2020

Signature: Carmen O'Brien

Name: Carmen O'Brien

Title: Business Manager

District: School District of Manawa

**Board Meeting Dates SY2020-2021**

3rd Monday unless noted

Meeting Start Time: 7:00 p.m. – Open Session

July 27, 2020

Aug. 17, 2020

Sept. 21, 2020

Oct. 19, 2020

Oct. 26, 2020 – Annual District Meeting – 7:00 p.m.

Nov. 16, 2020

Dec. 21, 2020

Jan. 18, 2021

Feb. 22, 2021 – 4<sup>th</sup> Monday

Mar. 15, 2021

Apr. 26, 2021 – 4<sup>th</sup> Monday – BOE Reorganization

May 17, 2021

June 21, 2021