



Minutes for Regularly Scheduled Board Meeting
To Be Held in the District Board Room
1055 Griffiths Lane
Ashwaubenon WI 54304
(Phone: 920.492.2900)

Wednesday, January 8, 2025

6:30 pm

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A. Call to order: Board President Vyskocil called the meeting to order at 6:31 pm

B. Roll call:

Board Members Present: Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke
Board Members Excused: All present
School Choice Advisory Representative: Matthew Rotter
Other Present: Kurt Weyers, Keith Lucius, Tammy Nicholson, Andy Bake, Dirk Ribbens,
Michael Heim, Mandy Schroeder, Scott Truskowski, Pete Marto, Doug
Pieschek, Erin Wagner, Amy Dillenberg, Michele Schmidt, Andrea Pasqualucci,
Francine Cook

C. Declaration of quorum: Quorum present

D. Pledge of allegiance: The pledge was recited

E. Adoption of Agenda: Moved by Anderson, seconded by VandeWalle to adopt the agenda as presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0

F. Citizens and/or delegations: no topics presented

G. Consent Agenda: Moved by Anderson, seconded by VandeWalle to approve Consent Agenda items 1-6 as presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion Carried 5:0

1. Minutes of the regular meeting held on Wednesday, December 11, 2024
2. Minutes of the executive meeting held on Wednesday, December 11, 2024
3. The schedule of checks written 12/03/24 to 12/30/24
4. Staffing: hirings, resignations, retirements, leave of absences
5. There were 22 co-curriculars approved
6. Board Financials

H. Superintendent's Report

- **ASD Support for Students over the Holidays:** Throughout the holidays, the district and its partners help to support our students in need. Overall, we served a total of 304 students and their preschool siblings from 133 families. Nativity parishioners supported a total of 241 students from 112 families. Ashwaubenon Public Safety's Shop With a Cop program paired an officer with a 5th grade student to shop for items on a family wish list.
- **ASD Taxes:** We have heard from some residents with questions about property tax bills. The tax bills show approximately a 7% increase in school property taxes. The School District does not calculate the tax bills. We set a total dollar property levy which is given to the Village of Ashwaubenon. The Village then must follow State rules that allocate the levy across the property in the District.
 - The total District levy adopted in October 2024 was \$18,404,422. This levy was \$14,174 more than the previous year. That is a 0.077% increase in the tax levy. We cannot say why the tax bills show an increase that is 100 times greater than our levy increase.

- The levy does not include the impact of the recently passed referendum. The referendum will take effect next year. At this point, Village officials are working to figure out why the tax bills show such a significant increase when the District total levy increase was so small.
- **State School Board Convention:** Kurt Weyers, Michelle Garrigan, Jennie Vyskocil, Tammy Nicholson and Andy Bake will be attending the 104th Annual State Education Convention from Wednesday, January 17th through Friday, January 20th.
- **Taste of Ashwaubenon:** Just a reminder that this year's Taste of Ashwaubenon will occur on Monday, March 17, 2025 at Stadium View. This is the biggest fundraiser of the year for the Jaguar Backers. Please take some time to support our Jaguar Backers by attending the Taste of Ashwaubenon.
- **Jaguar Excellence Awards:** 97 Jaguar Excellence awards were handed out for the month of December.

I. Discussion Items:

J. Action Items:

1. **Policies involving Open Enrollment -second read:** Weyers presented the open enrollment related policies for a second read and approval. These policies need to be reviewed and approved prior to the start of open enrollment on February 3, 2025. No additional changes were recommended. Moved by VandeWalle, seconded by Anderson to approve the second read and approval the open enrollment policies as presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0
2. **Open Enrollment Guarantee:** Lucius presented the Open Enrollment Guarantee recommendations for the 2025-26 school year as follows:
 - The board guarantees the approval of currently attending open enrollment applicants if they are not habitually truant as defined by Wis. State Statute 118.51(11) and board policy 5113.
 - The board does not guarantee approval of incoming siblings of currently attending open enrollment applicants/pupils. These students will be given first priority (preference) to new open seats but a seat will not be guaranteed.
 Moved by Anderson, seconded by VanDeKreeke to approve the 2025-26 Open Enrollment Guarantees as presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0
3. **Open Enrollment Open Seats:** Lucius stated that determining of open seats for open enrollment gives an estimate of where staffing should be for the upcoming school year. There are open seats in each building/grade with the exception of kindergarten at Valley View and Pioneer. These seats are typically filled with resident students. Lucius recommended the following open seats for regular education open enrollment for the 2025-26 school year:

<u>Building</u>	<u>Grade</u>	<u>Max. enroll</u>	<u>Projected enroll</u>	<u>open seats</u>
Cormier	4k	260	100	160
Cormier	kdg	220	56	164
Pioneer	kdg	40	40	0
Pioneer	1	84	72	12
Pioneer	2	84	80	4
Pioneer	3	75	75	0
Pioneer	4	130	107	23
Pioneer	5	104	96	8
Valley View	kdg	40	40	0
Valley View	1	147	128	19
Valley View	2	126	117	9
Valley View	3	120	116	4

Valley View	4	156	149	7
Valley View	5	130	114	16
Parkview	6-8	720	705	15
High School 9-12		<u>1,100</u>	<u>1,027</u>	<u>73</u>
Total		3,536	3,022	514

Moved by Anderson, seconded by VandeWalle to approve the 2025-26 open seats for open enrollment in each grade/school as presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0

4. **Open Enrollment Open Seats - Special Education:** Nicholson presented the open seat recommendations for special education open enrollment. Tammy reviewed last year's data and presented the following recommendations for 2025-26 special education open enrollment open seats.

- Cormier: no open seats
- Pioneer: no open seats
- Valley View: no open seats
- Parkview: no open seats
- AHS: no open seats
- This includes: Syble Hopp, Macht Village, Better Days Mentoring, Advocates, residential treatment programs and other off-site placement options.
- CESA services for occupational therapy, physical therapy, Deaf and Hard of Hearing, Audiology or any other CESA contracted service.
- Currently attending open enrollment students who hold a general education seat only: If the student is found to meet special education eligibility and has a need for special education services, the district will revoke a student's open enrollment status and the student will need to enroll in the home district to receive the special education services.

Moved by VanDeKreeke, seconded by Anderson to approve the open seats for 2025-26 open enrollment applicants needing special education services are presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0

5. **Bylaw/Policy Updates - second read:** Weyers presented bylaw and policy updates for a second read and board approval. The board had no additional changes. Moved by Anderson, seconded by VandeWalle to approve the second read and approval the bylaw and policy updates as presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0
7. **Professional Staff Handbook Updates:** Weyers and Lucius presented the recommended changes to the Professional Staff Handbook. Lucius spoke about how changes are determined: topics come up throughout school year, staff come forward with questions/concerns, conversations with other districts, conversations with different staff groups (i.e., Admin Team, leadership teams, Educator Effectiveness Committee, teacher union group, etc.). As a result of Act 10, there is not a negotiation component but we do seek staff input on changes. At times, the district will also reach out to its legal team for input on requested changes. At the end of the day, the handbooks are created to act in the best interest of students and teachers in the classroom. Lucius explained each change being proposed and why the change is being recommended. The board requested that the start date of changes around using more sick days than the employee has available be effective the start of the 2025-26 school year. Moved by Anderson, seconded by Garrigan to approve the recommended changes with the above amended start date to sick day usage to the Professional Staff Handbook as presented Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0
8. **Policy 2460.03 Update - first read and approval:** Nicholson presented changes to policy 2460.03. She recommended changing the language to specify that an examiner hold a DPI license and have experience

working in a public school in Wisconsin. She also recommended for travel costs, the examiner be located in Wisconsin's CESA 5, 6, 7, or 8 regions. Moved by Anderson, seconded by Garrigan to approve the waiving of the second read and recommended changes to policy 2460.03 as presented. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0

K. Board & Superintendent Communications:

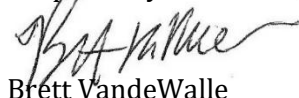
- **Delegate Assembly Resolution Review:** Garrigan will be representing the Ashwaubenon School Board at the Delegate Assembly during the State Education Convention. She reviewed the resolutions that the assembly delegates will vote on. Garrigan asked for the board's recommendations (yes/no) on each resolution. VanDeKreeke inquired what happened to the topic of "save women's sports". Garrigan explained that it did not make it last year or this year on the list of resolutions. There is an overall feeling that this topic is a WIAA issue and not an WASBO issue.

L. Future Board Meetings & Topics:

- The next board meeting is scheduled for Wednesday, February 12, 2025 at 6:30 pm in the District Office; 1055 Griffiths Lane; Ashwaubenon, WI.

M. Adjournment: Moved Anderson, seconded by VanDeKreeke to adjourn the meeting at 8:17 pm. Aye 5 (Vyskocil, Garrigan, VandeWalle, Anderson, VanDeKreeke), Nay 0. Motion carried 5:0

Respectfully submitted,



Brett VandeWalle

CHECK	COMMENT	CHECK	COMMENT	
NUMBER		DATE	VENDOR	AMOUNT
308		11/12/2024	CORP MASTERCARD	0.00
309		12/12/2024	CORP MASTERCARD	0.00
309		12/12/2024	CORP MASTERCARD	0.00
310		01/12/2025	CORP MASTERCARD	14,908.83
310		01/12/2025	CORP MASTERCARD	0.00
2485		01/05/2025	BANK FIRST	233,171.85
2486		01/05/2025	WI DEPT OF REVENUE	39,523.20
2487		01/20/2025	BANK FIRST	228,048.38
2488		01/20/2025	WI DEPT OF REVENUE	39,792.24
2489		01/20/2025	WI DEPT OF REVENUE	658.78
2490		01/20/2025	WI DEPT OF WORKFORCE DEVELOPMENT	21.40
2491		01/29/2025	WI RETIREMENT SYSTEM	281,840.78
2492		01/29/2025	VISION SERVICE PLAN	3,480.95
2493		02/05/2025	BANK FIRST	232,699.34
2494		02/05/2025	WI DEPT OF REVENUE	38,958.39
19215		01/03/2025	BOEDER, MATTHEW	85.00
19216		01/03/2025	CALO, ANTHONY	60.00
19217		01/03/2025	DEMERATH BRIAN	60.00
19218		01/03/2025	GLEFFE, MURRAY	60.00
19219		01/03/2025	KOSLOWSKI, SAMUEL	85.00
19220		01/03/2025	SEIBOLD SAMUEL	85.00
19221		01/03/2025	WORKENTINE, BENJAMIN	60.00
19222		01/07/2025	BLANCHARD, TROY	165.00
19223		01/07/2025	BROWN, FARAH	60.00
19224		01/07/2025	DEJARDIN, CHRISTOPHER	165.00
19225		01/07/2025	DORSCHNER, JEFF	85.00
19226		01/07/2025	HEIDNER, CHARLES	85.00
19227		01/07/2025	HERTTING, SCOTT	85.00
19228		01/07/2025	KROMBOS, JOSEPH	150.00
19229		01/07/2025	LECAPTAIN, ROBERT F	85.00
19230		01/07/2025	SCHOENHERR, MARK	60.00
19231		01/07/2025	TUST, MIKE	85.00
19232		01/09/2025	BAY PORT HIGH SCHOOL	300.00
19233		01/09/2025	KIMBERLY HIGH SCHOOL	475.00
19234		01/09/2025	LUXEMBURG-CASCO HIGH SCHOOL	175.00
19235		01/09/2025	NEW LONDON HIGH SCHOOL	250.00
19236		01/09/2025	OSHKOSH WEST HIGH SCHOOL	220.00
19237		01/09/2025	OSHKOSH LOURDES HIGH SCHOOL	425.00
19238		01/09/2025	PLYMOUTH HIGH SCHOOL	150.00
19239		01/09/2025	SCHOOL DISTRICT OF BONDUEL	200.00
19239		01/13/2025	SCHOOL DISTRICT OF BONDUEL	-200.00
19240		01/09/2025	SHAWANO HIGH SCHOOL	150.00
19241		01/10/2025	BROWN, FARAH	60.00
19242		01/10/2025	DAGGS JERYN	85.00
19243		01/10/2025	DEPAS TREVOR	85.00
19244		01/10/2025	KINNARD, MIKE	85.00
19245		01/10/2025	WORKENTINE, BENJAMIN	60.00
19246		01/14/2025	BOIVIN, TODD	85.00
19247		01/14/2025	MAGNO, DANNY	85.00
19248		01/14/2025	MIDTHUN, TOM	60.00
19249		01/14/2025	PAULOWSKI, ERIC	60.00
19250		01/14/2025	SALVESON-KREPLINE, TYLER	60.00
19251		01/14/2025	SEEHAFER JOEL	60.00
19252		01/14/2025	VAN DEURZEN, DON	85.00
19253		01/16/2025	ANDRES, DANIEL	145.00
19254		01/16/2025	BROWN, FARAH	60.00

CHECK	COMMENT	CHECK	COMMENT		
NUMBER		DATE	VENDOR		AMOUNT
19255		01/16/2025	CHRISTIANSSEN, KYLE		85.00
19256		01/16/2025	DEMERATH BRIAN		60.00
19257		01/16/2025	JANDRIN, MARK		85.00
19258		01/16/2025	PAULOWSKI, ERIC		60.00
19259		01/16/2025	PIVONKA, CASEY		85.00
19260		01/16/2025	WORKENTINE, BENJAMIN		60.00
19261		01/24/2025	BURRY, MATT		85.00
19262		01/24/2025	FREWERD JOSH		85.00
19263		01/24/2025	GAJEWSKI LUKE		85.00
19264		01/24/2025	HEGLUND, TROY		60.00
19265		01/24/2025	WEHLAGE ANDREW		60.00
19266		01/28/2025	BLACKFORD, MITCHELL		60.00
19267		01/28/2025	BRZEZINSKI, ADAM		85.00
19268		01/28/2025	HEGLUND, TROY		60.00
19269		01/28/2025	JACKSON, SAYER		85.00
19270		01/28/2025	SEEHAFER JOEL		60.00
19271		01/28/2025	TOTZKE, JEFF		85.00
19272		01/28/2025	WEHLAGE ANDREW		60.00
19273		01/31/2025	BLANK, MATT		60.00
19274		01/31/2025	CALO, ANTHONY		60.00
19275		01/31/2025	GLEFFE, MURRAY		60.00
19276		01/31/2025	HORNACEK BOB		60.00
19277		01/31/2025	MARQUARDT TYLER		85.00
19278		01/31/2025	MARQUARDT, AUSTIN		85.00
19279		01/31/2025	ZINSER DAN		85.00
32184		01/28/2025	MILLHISER, SKYE		-10.00
32999		01/03/2025	AIDEN, KYLE		6,500.00
33000		01/03/2025	AMBROSE, KRISTEN		115.48
33001		01/03/2025	HURD, JOHN		93.59
33002		01/03/2025	MELOTTE DISTRIBUTING INC		266.42
33003		01/03/2025	ON DECK SPORTS		2,599.00
33004		01/03/2025	PERFORM BETTER		123.95
33005		01/03/2025	RUSS DAVIS WHOLESALE INC		9,913.25
33006		01/03/2025	SNAP N PICS PHOTO BOOTH		485.00
33007		01/03/2025	WINGERT, RAELYNN		3,901.46
33008		01/08/2025	ALLEN, ELIZABETH		647.41
33009		01/08/2025	BUELOW, KARSON		150.00
33010		01/08/2025	CHOSA, ERIC		150.00
33011		01/08/2025	DILLON, SHANE		150.00
33012		01/08/2025	FITE, JOSH		84.20
33013		01/08/2025	GOLDEN HOUSE		500.00
33014		01/08/2025	HARMANN STUDIOS		1,155.00
33015		01/08/2025	HILL, JASON		52.50
33016		01/08/2025	LAFLEUR, HEATHER		12.60
33017		01/08/2025	LEMIRE, SCOTT		150.00
33018		01/08/2025	LEMIRE, SCOTT		150.00
33019		01/08/2025	MELOTTE DISTRIBUTING INC		2,930.96
33020		01/08/2025	OLSON, GARY		150.00
33021		01/08/2025	PETTY CASH ASHWAUBENON HIGH SCHOOL		250.00
33022		01/08/2025	REBEL ATHLETIC INC		1,770.45
33023		01/08/2025	ST JOHN LUTHERAN CHURCH		165.00
33024		01/10/2025	HERNANDEZ-NAGREEN, ROBYN		160.00
33025		01/10/2025	HERTTING, SCOTT		180.00
33026		01/10/2025	KAUFMAN JEFF		180.00
33027		01/10/2025	SEROOGYS CHOCOLATES		576.00
33028		01/15/2025	BAY PORT HIGH SCHOOL		64.00

CHECK	COMMENT	CHECK	COMMENT	
NUMBER		DATE	VENDOR	AMOUNT
33029		01/15/2025	CORNERSTONE COMMUNITY CENTER	8,323.00
33030		01/15/2025	DECA	16.00
33031		01/15/2025	DISCOUNT DANCE LLC	3,372.10
33032		01/15/2025	EMBELLISHED APPEARANCE	150.00
33033		01/15/2025	GNADT, DOUGLAS	150.00
33034		01/15/2025	HEALY AWARDS INC	236.46
33035		01/15/2025	HYVEE ACCOUNTS RECEIVABLE	228.64
33036		01/15/2025	LAFLEUR, HEATHER	61.16
33037		01/15/2025	MELOTTE DISTRIBUTING INC	1,775.20
33038		01/15/2025	MIDWEST VALLEY POPCORN	684.95
33039		01/15/2025	NEW LONDON HIGH SCHOOL	350.00
33040		01/15/2025	RADZELY, BRENDAN	150.00
33041		01/15/2025	TOMPKINS, JENN	118.50
33042		01/15/2025	WALLACE, BRIAN OR SHEILA	138.89
33043		01/15/2025	WATTS, BOB	150.00
33044		01/22/2025	ASHWAUBENON LIONS FOOTBALL CLUB	1,296.81
33045		01/22/2025	CALMES, DENISE	40.00
33046		01/22/2025	HURD, JOHN	1,841.89
33047		01/22/2025	JAKEL, ZACHARY	134.90
33048		01/22/2025	JONES, RANDY	700.00
33049		01/22/2025	JT IMAGING	288.00
33050		01/22/2025	MELOTTE DISTRIBUTING INC	157.16
33051		01/22/2025	TEAM APPAREL & SPECIALTIES INC	150.00
33052		01/22/2025	VELICER SHANNON	106.07
33053		01/23/2025	BRAY, MARK	95.00
33054		01/23/2025	FRALEY, MATTHEW	95.00
33055		01/23/2025	HORMAN, SCOTT	95.00
33056		01/23/2025	JOHNSON, SARAH	182.45
33057		01/23/2025	KORNOWSKI, GRIFFIN	95.00
33058		01/23/2025	LARSEN, JENNIFER	1,200.00
33059		01/23/2025	RAHM, ANTHONY	95.00
33060		01/23/2025	SMITH, KEVIN	95.00
33061		01/29/2025	AMBROSE, KRISTEN	238.50
33062		01/29/2025	ARENDT, HEATHER	23.00
33063		01/29/2025	BELLUE, KENDRA	89.88
33064		01/29/2025	BOB ROGERS TRAVEL	9,771.17
33065		01/29/2025	CASPER, MINDY	47.85
33066		01/29/2025	EARLY, MEGAN	921.76
33067		01/29/2025	ERBERT AND GERBERT'S	518.73
33068		01/29/2025	JAKEL, STEPHANIE	135.80
33069		01/29/2025	MELOTTE DISTRIBUTING INC	1,096.83
33070		01/29/2025	REBEL ATHLETIC INC	4,428.00
33071		01/29/2025	RIDDELL ALL AMERICAN SPORTS	6,332.49
33072		01/29/2025	ROCHELEAU, BERNARD	1,476.99
33073		01/29/2025	SEROOGYS CHOCOLATES	1,200.00
33074		01/29/2025	TAYLOR, BENJAMIN	50.00
33075		01/29/2025	TEAM APPAREL & SPECIALTIES INC	520.00
33076		01/29/2025	TOMPKINS, JENN	321.03
33077		01/29/2025	UNIFIED SCHOOL DISTRICT OF DE PERE	125.00
33078		01/29/2025	VILLAGE ROASTERS	168.00
33079		01/29/2025	WI DECA/SCDC 2025	2,970.00
33080		01/30/2025	BUDD, ZACHARY	70.00
33081		01/30/2025	GOLEBIEWSKI, ALEKSANDER	95.00
33082		01/30/2025	JENSEN, SCOTT	95.00
33083		01/30/2025	KORNOWSKI, GRIFFIN	70.00
33084		01/30/2025	REICHENBACHER, DAVE	95.00

CHECK	COMMENT	CHECK	COMMENT	
NUMBER		DATE	VENDOR	AMOUNT
33085		01/30/2025	TALLIEU II, BRIAN	70.00
33086		01/30/2025	STONE CREEK HOTEL AND CONFERENCE CENTER	2,750.00
33087		01/30/2025	STONE CREEK HOTEL AND CONFERENCE CENTER	200.00
111137		02/08/2025	WARNER, KELLI	-6.00
111217		02/08/2025	MILLER, GINA	-81.40
111779		12/31/2024	ECSELL SPORTS	-4,050.00
111886		02/08/2025	KNUTH, CHRISTOPHER	-20.00
112041		01/20/2025	DELUXE	-3,115.81
112063		01/28/2025	MADISON NATL LIFE INSURANCE CO	-1,895.72
112064		01/28/2025	MADISON NATL LIFE INSURANCE CO	-9,531.25
112070		01/02/2025	WI SUPPORT COLLECTION TRUST FUND	1,045.38
112071		01/06/2025	BASS, SAM	90.00
112072		01/06/2025	BROWN COUNTY TREASURER	4,986.01
112073		01/06/2025	ENDERLE, ANNA	40.41
112074		01/06/2025	FOLLETT CONTENT SOLUTIONS LLC	571.85
112075		01/06/2025	LEADING EDGE	139.96
112076		01/06/2025	MARIAN UNIVERSITY	1,000.00
112077		01/06/2025	METRO SALES INC 130415	37.25
112078		01/06/2025	MLEZIVIA, LISA	20.00
112079		01/06/2025	NATURE'S BEST FLORAL	345.00
112080		01/06/2025	PURDUE UNIVERSITY	750.00
112081		01/06/2025	SHIMANEK, ASHLEY	377.90
112082		01/06/2025	STATHAS, SHERYL	20.00
112083		01/06/2025	UW EAU CLAIRE	1,000.00
112084		01/06/2025	YELLS, JANE	45.03
112085		01/13/2025	ACCEPTIONAL MINDS LLC	1,080.00
112086		01/13/2025	ACTIVE INTERNET TECHNOLOGIES LLC	9,000.00
112087		01/13/2025	ANDERSON, DUSTIN	280.00
112088		01/13/2025	ASHWAUBENON BOWLING ALLEY	841.50
112089		01/13/2025	CLUB'S CHOICE FUNDRAISING	1,637.62
112090		01/13/2025	DRUMM, DEBBIE	520.00
112091		01/13/2025	EDYNAMIC LP	3,141.65
112092		01/13/2025	HOWARD SUAMICO SCHOOL DISTRICT	148.50
112093		01/13/2025	KHROME AGENCY	500.00
112094		01/13/2025	LAYDEN, JENNIFER	583.91
112095		01/13/2025	LITERACY RESOURCES LLC	10.00
112096		01/13/2025	MALNOR, LISA	706.47
112097		01/13/2025	METRO SALES INC 130415	1,237.49
112098		01/13/2025	SAM'S CLUB/SYCHRONY BANK	191.86
112099		01/13/2025	STEEN MACEK PAPER COMPANY	6,779.55
112100		01/13/2025	T-MOBILE	200.00
112101		01/13/2025	TRAVELIN' TOM'S COFFEE	345.50
112102		01/13/2025	VANDEN HOOGEN, AARON	140.00
112103		01/13/2025	EAST RIDGE HIGH SCHOOL THEATRE	500.00
112104		01/15/2025	ASHWAUBENON EDUCATION FOUNDATION	10.00
112105		01/15/2025	WI SUPPORT COLLECTION TRUST FUND	1,045.38
112106		01/16/2025	HOPE CLOTHING	280.00
112107		01/20/2025	ANDERSON, KARI	7.99
112108		01/20/2025	ANDERSEN, MARIA	20.00
112109		01/20/2025	BETTER DAYS MENTORING LLC	2,171.00
112110		01/20/2025	CHARTER COMMUNICATIONS	237.16
112111		01/20/2025	FEY, HOLLY	35.14
112112		01/20/2025	FOX VALLEY TECHNICAL COLLEGE	1,000.00
112113		01/20/2025	FOX VALLEY TECHNICAL COLLEGE	494.00
112114		01/20/2025	GREEN BAY CITY TREASURER	417.00
112115		01/20/2025	JACQUES, TRACY	44.69

CHECK	COMMENT	CHECK	COMMENT	
NUMBER		DATE	VENDOR	AMOUNT
112116		01/20/2025	KRULL, CHAD	72.75
112117		01/20/2025	LAMAR COMPANIES	1,200.00
112118		01/20/2025	LAPLANTE, CHER	97.50
112119		01/20/2025	MIKE'S MUSIC & SOUND	372.60
112120		01/20/2025	NASCO	477.76
112121		01/20/2025	NORTHCENTRAL TECHNICAL COLLEGE	1,000.00
112122		01/20/2025	NORTHERN ILLINOIS AATG	240.00
112123		01/20/2025	OROYAN, BILL	50.00
112124		01/20/2025	PETTY CASH / DISTRICT OFFICE	200.00
112125		01/20/2025	PETTY CASH / DISTRICT OFFICE	250.00
112126		01/20/2025	SAROSIEK, TED	175.00
112127		01/20/2025	SERWE, MEAGAN	11.00
112128		01/20/2025	SHIMANEK, ASHLEY	324.82
112129		01/20/2025	STEEN MACEK PAPER COMPANY	1,267.99
112130		01/20/2025	THOR, TRUMAN	500.00
112131		01/20/2025	TOMASHEK, MARGARET	20.00
112132		01/20/2025	UNITY LIMITED PARTNERSHIP	1,500.00
112133		01/20/2025	UW EAU CLAIRE	3,000.00
112134		01/20/2025	UW LA CROSSE	1,000.00
112134		01/20/2025	UW LA CROSSE	-1,000.00
112135		01/20/2025	UW MADISON	1,000.00
112136		01/20/2025	UW WHITEWATER	2,085.00
112137		01/20/2025	VILLAGE ROASTERS	2,391.00
112138		01/20/2025	WI ADAPTIVE SPORT ASSN	600.00
112139		01/20/2025	WI DEPT OF JUSTICE	49.00
112140		01/20/2025	WILLIAMS, MEGANNE	523.77
112141		01/22/2025	DEJARDIN, CHRISTOPHER	90.00
112142		01/22/2025	DELUXE	3,115.81
112143		01/22/2025	HESSE, SEAN	90.00
112144		01/27/2025	APPLETON AREA SCHOOL DISTRICT	170.00
112145		01/27/2025	ASHWAUBENON WATER & SEWER UTILITY	2,651.12
112146		01/27/2025	BUELOW VETTER BUIKEMA OLSON & VLIET, LLC	2,670.00
112147		01/27/2025	CEC	1,142.90
112148		01/27/2025	CELLCOM GREEN BAY MSA	1,030.70
112149		01/27/2025	CENGAGE LEARNING	50.00
112150		01/27/2025	CLIFTON LARSON ALLEN LLP	350.11
112151		01/27/2025	COMPTON AND BENNETT INC	3,500.00
112152		01/27/2025	ECOLAB INC	600.00
112153		01/27/2025	EXTREME ENTERTAINMENT	375.00
112154		01/27/2025	G & O THERMAL SUPPLY COMPANY	573.50
112155		01/27/2025	GRAINGER INC	3,386.24
112156		01/27/2025	HOBART SERVICE	733.86
112157		01/27/2025	JF AHERN CO	370.00
112158		01/27/2025	LAYDEN, JENNIFER	240.00
112159		01/27/2025	MAGEE, CHAD	170.00
112160		01/27/2025	MARTIN SYSTEMS, INC.	294.00
112161		01/27/2025	METRO SALES INC 130415	26.96
112162		01/27/2025	MIKE'S MUSIC & SOUND	148.50
112163		01/27/2025	NASCO	119.44
112164		01/27/2025	NOTRE DAME ACADEMY	90.00
112165		01/27/2025	NSIGHT TELSERVICES	1,372.42
112166		01/27/2025	RAE-COR DISTRIBUTING LLC	2,719.75
112167		01/27/2025	REFRIGERATION SERVICES OF GREEN BAY INC	319.88
112168		01/27/2025	ROUTE 41 PIZZA LLC - DOMINO'S	5,474.25
112169		01/27/2025	SEASONAL HARVEST LLC	9,456.00
112170		01/27/2025	SEROOGYS CHOCOLATES	459.00

CHECK COMMENT	CHECK	COMMENT	
NUMBER	DATE	VENDOR	AMOUNT
112171	01/27/2025	SERVICE MOTOR COMPANY	360.14
112172	01/27/2025	SYBLE HOPP	20,493.33
112173	01/27/2025	TAYLOR, BRADLEY	102.86
112174	01/27/2025	THOR, TRUMAN	150.00
112175	01/27/2025	UW LA CROSSE	500.00
112176	01/27/2025	UW MADISON	1,000.00
112177	01/27/2025	UWSP JAZZ FESTIVAL	1,050.00
112178	01/27/2025	WAWIORKA, NATOSHIA	60.00
112179	01/27/2025	WAYNE CONSULTANTS & MFG LLC	960.00
112180	01/27/2025	ZIMONICK BROTHERS PRODUCE INC	3,470.30
112181	01/29/2025	MADISON NATL LIFE INSURANCE CO	3,791.44
112182	01/29/2025	MADISON NATL LIFE INSURANCE CO	19,048.92
112183	01/29/2025	METLIFE	12,021.12
112184	02/03/2025	ASHWAUBENON BOWLING ALLEY	2,220.00
112185	02/03/2025	ASHWAUBENON WATER & SEWER UTILITY	4,684.01
112186	02/03/2025	BAYCOM INC	2,046.65
112187	02/03/2025	BENO BETH	58.12
112188	02/03/2025	CLASSLINK INC	36,167.10
112189	02/03/2025	G & O THERMAL SUPPLY COMPANY	649.50
112190	02/03/2025	GRAINGER INC	628.33
112191	02/03/2025	KHROME AGENCY	3,250.00
112192	02/03/2025	KNUTH, CHRISTOPHER	20.00
112193	02/03/2025	LINDE GAS & EQUIPMENT INC	132.30
112194	02/03/2025	METRO SALES INC 130415	262.48
112195	02/03/2025	MILLER, GINA	81.40
112196	02/03/2025	NEW PRECISION TECHNOLOGY LLC	322.61
112197	02/03/2025	NORTHEAST WI TECHNICAL COLLEGE	1,000.00
112198	02/03/2025	ODP BUSINESS SOLUTIONS LLC	97.20
112199	02/03/2025	QUARLES & BRADY LLP	2,460.00
112200	02/03/2025	SEASONAL HARVEST LLC	1,693.75
112201	02/03/2025	T-MOBILE	200.00
112202	02/03/2025	WARNER, KELLI	6.00
112203	02/03/2025	WEST DE PERE SCHOOL DISTRICT	1,863.00
112204	02/03/2025	WISDAA	380.00
112205	02/03/2025	ZIMONICK BROTHERS PRODUCE INC	850.75
112206	02/03/2025	ZUELKE KARCH, JACKIE	1,224.90
112207	02/03/2025	WI SUPPORT COLLECTION TRUST FUND	1,045.38
242500963	01/03/2025	GLOBAL RECOGNITION INC	245.60
242500964	01/03/2025	LAMERS BUS LINES INC	3,559.46
242500965	01/03/2025	MEINEL, ANDREW	12,160.98
242500966	01/03/2025	WP BEVERAGES LLC - PEPSI COLA OF GREEN B	3,407.44
242500967	01/06/2025	ALBRENT, DANIEL	182.66
242500968	01/06/2025	AMAZON CAPITAL SERVICES	869.04
242500969	01/06/2025	BLICK ART MATERIALS	112.26
242500970	01/06/2025	BRUSS, JULIE	126.73
242500971	01/06/2025	BSN SPORTS LLC	1,089.50
242500972	01/06/2025	CAVIL, LORI	41.21
242500973	01/06/2025	CDW GOVERNMENT	2,025.00
242500974	01/06/2025	CESA 7	2,694.70
242500975	01/06/2025	INFO MART INC	104.00
242500976	01/06/2025	LAMERS BUS LINES INC	377.23
242500977	01/06/2025	MADISON, JODIE	111.43
242500978	01/06/2025	MARCO	2,061.61
242500979	01/06/2025	OBERSTADT, MEGAN	7.50
242500980	01/06/2025	QUILL CORP	98.35
242500981	01/06/2025	RENNING LEWIS & LACY SC	788.00

CHECK COMMENT	CHECK	COMMENT		
NUMBER	DATE	VENDOR		AMOUNT
242500982	01/06/2025	SCHOOL SPECIALTY LLC		343.16
242500983	01/06/2025	SMITS, MICHAEL		199.57
242500984	01/06/2025	STATHAS, SHERYL		67.27
242500985	01/06/2025	SUTRICK, KRISTY		52.82
242500986	01/06/2025	TRUE NORTH ENERGY		1,530.00
242500987	01/07/2025	TRUE NORTH ENERGY		900.00
242500988	01/07/2025	TRUE NORTH ENERGY		675.00
242500989	01/08/2025	GFL ENVIRONMENTAL USA INC		427.00
242500990	01/08/2025	MEINEL, ANDREW		78.62
242500991	01/08/2025	MENARDS INC		74.74
242500992	01/08/2025	PENZA, KEVIN		3,016.57
242500993	01/08/2025	PHILLIPS, KEVIN		1,712.31
242500994	01/09/2025	WI PUBLIC SERVICE CORP		36,381.67
242500995	01/13/2025	ACUTRANS		300.00
242500996	01/13/2025	BLICK ART MATERIALS		46.47
242500997	01/13/2025	CAMERA CORNER INC		479.00
242500998	01/13/2025	CDW GOVERNMENT		2,592.22
242500999	01/13/2025	ENTERPRISE RENT-A-CAR		72.65
242501000	01/13/2025	FOLLETT CONTENT SOLUTIONS LLC		2,710.99
242501001	01/13/2025	GOPHER		999.67
242501002	01/13/2025	INSTRUMENTAL MUSIC CO INC		305.97
242501003	01/13/2025	JW PEPPER & SONS INC		105.54
242501004	01/13/2025	LAMERS BUS LINES INC		4,460.24
242501005	01/13/2025	MARCO		106.71
242501006	01/13/2025	MENARDS INC - DEPERE		645.48
242501007	01/13/2025	MULTI MEDIA CHANNELS LLC		319.70
242501008	01/13/2025	NICHOLSON, TAMMY		103.39
242501009	01/13/2025	OBERSTADT, MEGAN		62.44
242501010	01/13/2025	OLIVER, JACQUELINE		94.90
242501011	01/13/2025	PERFORMANCE FOODSERVICE		457.16
242501012	01/13/2025	QUILL CORP		241.90
242501013	01/13/2025	SCHOOL SPECIALTY LLC		543.44
242501014	01/13/2025	SENGER, NICHOLAS		109.88
242501015	01/13/2025	STAPLES BUSINESS CREDIT		50.36
242501016	01/13/2025	WILS		661.12
242501017	01/13/2025	ST JOHN THE BAPTIST		3,378.00
242501018	01/14/2025	TRUE NORTH ENERGY		9,135.00
242501019	01/15/2025	BSN SPORTS LLC		3,199.00
242501020	01/15/2025	COMPASS GROUP		2,920.00
242501021	01/15/2025	LAMERS BUS LINES INC		941.52
242501022	01/15/2025	PENZA, KEVIN		93.40
242501023	01/15/2025	WILLIAMS, KATHRYN		19.95
242501024	01/15/2025	WP BEVERAGES LLC - PEPSI COLA OF GREEN B		798.62
242501025	01/15/2025	RELIANCE TRUST COMPANY - ASHWAUBNEON 403		12,924.47
242501026	01/15/2025	RELIANCE TRUST COMPANY - ASHWAUBENON 457		9,141.22
242501027	01/15/2025	WEA TSA TRUST		75,441.86
242501028	01/20/2025	AXTELL, SARAH		7.45
242501029	01/20/2025	BARNHART, THOMAS		645.50
242501030	01/20/2025	BELLIN HEALTH		35,317.91
242501031	01/20/2025	BRUNETTE, LAUREN		171.10
242501032	01/20/2025	CDW GOVERNMENT		1,741.70
242501033	01/20/2025	CESA 6		5,294.63
242501034	01/20/2025	FISCHER, JOHN		662.84
242501035	01/20/2025	FOLLETT CONTENT SOLUTIONS LLC		1,115.59
242501036	01/20/2025	INFO MART INC		24.00
242501037	01/20/2025	JW PEPPER & SONS INC		3.65

CHECK COMMENT	CHECK	COMMENT	
NUMBER	DATE	VENDOR	AMOUNT
242501038	01/20/2025	LAMERS BUS LINES INC	6,316.13
242501039	01/20/2025	LASEE, JAMIE	45.02
242501040	01/20/2025	MACHT VILLAGE PROGRAMS LLC	18,856.75
242501041	01/20/2025	MARCO	1,230.36
242501042	01/20/2025	OBERSTADT, MEGAN	35.25
242501043	01/20/2025	QUILL CORP	47.97
242501044	01/20/2025	REFLECTIONS SCHOOL PROGRAM LLC	5,342.50
242501045	01/20/2025	SCHOOL SPECIALTY LLC	12,834.55
242501046	01/20/2025	SEYMOUR, PAUL	1,183.00
242501047	01/20/2025	THOMPSON, DOUGLAS	150.00
242501048	01/20/2025	WEX BANK	495.80
242501049	01/22/2025	GLOBAL RECOGNITION INC	15.00
242501050	01/22/2025	LACHANCE, KRISTEN	116.73
242501051	01/22/2025	LAMERS BUS LINES INC	1,390.57
242501052	01/22/2025	MEINEL, ANDREW	34.80
242501053	01/22/2025	PENZA, KEVIN	247.43
242501054	01/22/2025	PHILLIPS, KEVIN	258.00
242501055	01/22/2025	TRUE NORTH ENERGY	360.00
242501056	01/22/2025	WP BEVERAGES LLC - PEPSI COLA OF GREEN B	4,004.46
242501057	01/23/2025	TRUE NORTH ENERGY	3,082.50
242501058	01/27/2025	ACUTRANS	121.53
242501059	01/27/2025	ALPHA BAKING COMPANY	994.17
242501060	01/27/2025	AMA INC	2,833.28
242501061	01/27/2025	AMERICAN WELDING & GAS INC	2,323.36
242501062	01/27/2025	AUTOMATED LOGIC CONTRACTING SERVICES INC	570.00
242501063	01/27/2025	BATTERIES PLUS LLC	211.24
242501064	01/27/2025	BELLIN HEALTH	22,457.35
242501065	01/27/2025	BIRDSEYE DAIRY INC	960.49
242501066	01/27/2025	CARRICO AQUATIC RESOURCES INC	1,774.01
242501067	01/27/2025	CESA 6	5,294.63
242501068	01/27/2025	CINTAS CORPORATION	1,596.66
242501069	01/27/2025	CONSTELLATION NEWENERGY-GAS DIV LLC	20,308.06
242501070	01/27/2025	DIGGERS HOTLINE INC	1.60
242501071	01/27/2025	FOLLETT CONTENT SOLUTIONS LLC	706.27
242501072	01/27/2025	FOX SPECIALTY CO LLC	288.64
242501073	01/27/2025	GFL ENVIRONMENTAL USA INC	3,137.73
242501074	01/27/2025	HOME TEAM SPORTS & APPAREL INC	234.00
242501075	01/27/2025	JOHNSON & JONET MECHANICAL CONTRACTORS I	2,546.59
242501076	01/27/2025	JW PEPPER & SONS INC	29.94
242501077	01/27/2025	KAY DISTRIBUTING INC	1,330.50
242501078	01/27/2025	LAFORCE HARDWARE INC	1,185.00
242501079	01/27/2025	LAMERS BUS LINES INC	34,625.36
242501080	01/27/2025	MENARDS INC - DEPERE	422.69
242501081	01/27/2025	MENARDS INC	223.31
242501082	01/27/2025	MILLER, ERIC	91.19
242501083	01/27/2025	MULTI MEDIA CHANNELS LLC	36.00
242501084	01/27/2025	NASSCO INC	682.28
242501085	01/27/2025	OBERSTADT, MEGAN	15.73
242501086	01/27/2025	PACKERLAND GLASS INC	310.00
242501087	01/27/2025	PEPSI COLA OF GREEN BAY	4,151.86
242501088	01/27/2025	PERFORMANCE FOODSERVICE	50,345.77
242501089	01/27/2025	PRAIRIE FARMS DAIRY, INC	8,939.03
242501090	01/27/2025	QUILL CORP	16.65
242501091	01/27/2025	RENNING LEWIS & LACY SC	59.00
242501092	01/27/2025	SARA'S ARTISAN GELATO	924.00
242501093	01/27/2025	UNITED MAILING SERVICES INC	286.06

CHECK COMMENT	CHECK	COMMENT		
NUMBER	DATE	VENDOR		AMOUNT
242501094	01/27/2025	USIC LOCATING SERVICES INC		62.54
242501095	01/27/2025	VAN'S FIRE AND SAFETY INC		833.98
242501096	01/27/2025	VILLA REAL		681.20
242501097	01/27/2025	VILLAGE OF ASHWAUBENON		150.00
242501098	01/27/2025	VOS ELECTRIC INC		712.92
242501099	01/29/2025	BSN SPORTS LLC		8,135.50
242501100	01/29/2025	DAKTRONICS INC		2,100.00
242501101	01/29/2025	GLOBAL RECOGNITION INC		821.94
242501102	01/29/2025	LAMERS BUS LINES INC		706.00
242501103	01/29/2025	PENZA, KEVIN		771.62
242501104	01/29/2025	PHILLIPS, KEVIN		508.65
242501105	01/29/2025	WP BEVERAGES LLC - PEPSI COLA OF GREEN B		847.61
242501106	02/03/2025	A1 ELEVATOR INC		273.80
242501107	02/03/2025	ALPHA BAKING COMPANY		514.82
242501108	02/03/2025	AMA INC		432.25
242501109	02/03/2025	AUTOMATED LOGIC CONTRACTING SERVICES INC		6,601.28
242501110	02/03/2025	BAER PERFORMANCE MARKETING		1,512.50
242501111	02/03/2025	BIRDSEYE DAIRY INC		457.50
242501112	02/03/2025	CESA 7		2,744.70
242501113	02/03/2025	CINTAS CORPORATION		337.79
242501114	02/03/2025	DEMCO INC		216.39
242501115	02/03/2025	FIRST SUPPLY LLC- GREEN BAY		2,819.55
242501116	02/03/2025	FOLLETT CONTENT SOLUTIONS LLC		2,336.26
242501117	02/03/2025	FOX SPECIALTY CO LLC		287.06
242501118	02/03/2025	HANSEN, COREY		297.00
242501119	02/03/2025	HEID MUSIC CO		1,453.00
242501120	02/03/2025	HOME TEAM SPORTS & APPAREL INC		254.96
242501121	02/03/2025	INFO MART INC		16.00
242501122	02/03/2025	JW PEPPER & SONS INC		135.99
242501123	02/03/2025	KASTER, MEEGAN		54.66
242501124	02/03/2025	KAY DISTRIBUTING INC		301.50
242501125	02/03/2025	LAMERS BUS LINES INC		78,262.97
242501126	02/03/2025	MADISON, JODIE		90.00
242501127	02/03/2025	MENARDS INC - DEPERE		415.47
242501128	02/03/2025	NASSCO INC		148.87
242501129	02/03/2025	PEPSI COLA OF GREEN BAY		1,979.22
242501130	02/03/2025	PERFORMANCE FOODSERVICE		17,949.26
242501131	02/03/2025	QUILL CORP		17.74
242501132	02/03/2025	RIEDERER, SHARON		12.45
242501133	02/03/2025	SHERWIN WILLIAMS COMPANY		73.82
242501134	02/03/2025	TRUE NORTH ENERGY		1,732.50
242501135	02/03/2025	TRUE NORTH ENERGY		1,080.00

Totals for checks

2,037,827.00

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	General Fund	1,041,314.57	429.88	368,525.35	1,410,269.80
21	Gifts & Donations	11,250.00	-13.95	185,682.76	196,918.81
27	Special Education	185,369.02	0.00	60,252.57	245,621.59
50	Food Service	23,317.98	97.50	115,925.47	139,340.95
80	Community Service Fund	1,733.04	0.00	20,733.85	22,466.89
81	Ashwaubenon PAC	8,860.95	0.00	14,348.01	23,208.96
***	Fund Summary Totals ***	1,271,845.56	513.43	765,468.01	2,037,827.00

***** End of report *****

APPOINTMENTS

NON-TEACHING STAFF - HIRES

Name	FTE	Position	School	Compensation	Effective	Reason for request
Peterson, Tanya	1.0 FTE	Educational Associate – 9 month, Special Education Aide	Parkview	Entry Level pay scale	February 10, 2025	The position is due to a staff vacancy.

RESIGNATIONS/RETIREMENTS/LAYOFFS

PROFESSIONAL / ADMINISTRATION STAFF - RESIGNATIONS/RETIREMENTS/LAYOFFS

Name	FTE	Position	School	Notes
Conradt, Scott	1.0 FTE	Grade 8 Instructor	Parkview	Retirement is effective the end of the 2024-25 school year. Scott has been with the District for 30 years.
Fisher, John	1.0 FTE	Science Instructor	AHS	Retirement is effective the end of the 2024-25 school year. John has been with the District for 34 years.
Johnson, Alycia	1.0 FTE	Grade 3 Instructor	Valley View	Retirement is effective the end of the 2024-25 school year. Alycia has been with the District for 28 years.
Phillips, Kevin	1.0 FTE	Physical Education	AHS	Retirement is effective the end of the 2024-25 school year. Kevin has been with the District for 23 years.
Austin, Dawn	1.0 FTE	Librarian/Media Specialist	Pioneer/Valley View	Retirement is effective the end of the 2024-25 school year. Dawn has been with the District for 31 years.
Lasee, Melanie	1.0 FTE	German Instructor	AHS	Retirement is effective the end of the 2024-25 school year. Melanie has been with the District for 27 years.
Sanderfoot, Lisa	1.0 FTE	Math Coach/Math Interventionist	Valley View	Retirement is effective the end of the 2024-25 school year. Lisa has been with the District for 25 years.

NON-TEACHING STAFF - RESIGNATIONS/RETIREMENTS/LAYOFFS

Name	FTE	Position	School	Notes
Weyers, Carolyn	1.0 FTE	Educational Associate – Special Education Aide	Valley View	Resignation is effective the end of the 2024-25 school year.

Last Name	First Name	School	Position	Board Approval
Sudol	Allison	PI	Love2run Advisor	12-Feb
Trembl	Amanda	PI	Love2run Advisor	12-Feb
Check	Miranda	VV	Love2run Co-Advisor	12-Feb
Kryzanski	Kameron	VV	Love2run Co-Advisor	12-Feb
Del Bianco	Robert	AHS	Soccer - Girls (JV Coach)	12-Feb
Rocheleau	Bernie	AHS	Talent Show Advisor	12-Feb
Gehring	Lori	PV	Tennis Coach 6-8 grade	12-Feb
Wills	Renee	PV	Tennis Coach 6-8 grade	12-Feb
DeWaal	Danielle	PV	Track Coach	12-Feb
Hansen	Corey	PV	Track Coach	12-Feb
Thompson	Douglas	PV	Track Coach	12-Feb
Wojtyla	Matt	PV	Track Coach	12-Feb

Ashwaubenon School District

Monthly Financial Report

Month to Date totals for December 2024

Fund 10-Revenue	2023-24	2024-25	2023-24		2024-25	
	Actual-Audited	Budget	Act - YTD	% of Act	Act - YTD	% Budget
Property tax	17,042,448	17,079,022	-	0.00%	-	0.00%
Local sources	489,715	360,500	302,291	61.73%	348,658	96.72%
Open enrollment	10,470,388	10,962,900	-	0.00%	-	0.00%
Transit of Aid	27,144	21,749	4,236	15.61%	-	0.00%
Equalization Aid	10,819,158	10,917,731	4,327,663	40.00%	4,367,092	40.00%
State Sources	2,411,691	2,478,757	(18,550)	-0.77%	13,361	0.54%
Federal Sources	776,960	439,695	227,765	29.31%	136,727	31.10%
Other Sources	31,770	5,000	18,349	57.76%	51,622	1032.44%
	42,069,275	42,265,354	4,861,754	11.56%	4,917,459	11.63%
Fund 10-Expenditure						
Salary	19,913,631	20,534,847	7,271,673	36.52%	7,622,528	37.12%
Benefits	9,449,562	9,998,191	3,196,207	33.82%	3,567,117	35.68%
Purchased Services	6,332,091	5,883,938	1,927,328	30.44%	1,819,536	30.92%
Supplies	815,986	1,246,122	431,347	52.86%	540,260	43.36%
Equipment	442,984	598,900	404,811	91.38%	348,995	58.27%
Cash-Flow Borrowing	1,817	15,000	-	0.00%	-	0.00%
Insurance	90,898	115,000	90,873	99.97%	117,277	101.98%
Interfund	3,794,397	3,820,335	200,000	5.27%	-	0.00%
Other	55,865	56,464	44,916	80.40%	50,975	90.28%
	40,897,231	42,268,796	13,567,156	33.17%	14,066,688	33.28%

Fund 27-Revenue	2023-24	2024-25	2023-24		2024-25	
	Actual-Audited	Budget	Act - YTD	% of Act	Act - YTD	% Budget
Transfer from Fd 10	3,794,397	3,820,335	-	0.00%	-	0.00%
Transit of Aid	44,556	35,000	1,496	3.36%	761	2.17%
State Sources	1,495,747	1,467,396	436,241	29.17%	460,752	31.40%
Federal Sources	1,066,460	1,152,778	234,309	21.97%	323,538	28.07%
Other Sources	-	-	-	-	-	-
	6,401,159	6,475,509	672,046	10.50%	785,051	12.12%
Fund 27-Expenditure						
Salary	3,724,081	3,866,929	1,301,986	34.96%	1,416,672	36.64%
Benefits	1,858,742	1,711,859	587,628	31.61%	715,470	41.79%
Purchased Services	758,064	804,012	291,891	38.50%	242,618	30.18%
Supplies	57,231	89,710	38,864	67.91%	35,559	39.64%
Equipment	650	0	-	0.00%	-	0.00%
Other	2,391	3,000	700	29.27%	1,040	34.67%
	6,401,159	6,475,509	2,221,068	34.70%	2,411,359	37.24%

Discussion Item: 1

Ashwaubenon School Board

Meeting Date:	February 12, 2025
Issue:	First reading of bylaw and policy updates
Requested By:	Tammy Nicholson
Attachments:	
Financial and/or Staffing Implications:	None at this time
Funding Source:	None at this time
Explanation:	<u>Policy 8395 - Student Mental Health Services</u> This policy is revised to account for the delivery of mental health services using virtual platforms in addition to face-to-face onsite delivery. Language is also added to reference coordination between the delivery of student mental health services with a student's IEP programming requirements. Adoption of this update is recommended.
Recommendation:	Review and bring back to March meeting for final approval.



Book	Policy Manual
Section	Board Approved 3/12/2025
Title	STUDENT MENTAL HEALTH SERVICES
Code	po8395
Status	
Adopted	December 9, 2020

8395 - **STUDENT MENTAL HEALTH SERVICES**

The Board understands the importance of both physical and mental health in supporting all students to reach their fullest educational and personal potential. Providing mental health services to students in the school allows those students that need such services to access them without disrupting their educational pursuits and to provide access to the greatest number of students possible.

The District will assist in facilitating students' access to mental health services ("Services"), when appropriate through the Student Services Department. These Services are intended to provide support to a student in a way that minimizes intrusion into the student's day and are not intended to replace services provided by a teacher, paraprofessional, or any other staff member. Further, unless otherwise determined by an IEP team, Services are not to be considered a related service necessary for the provision of a free appropriate public education under the Individuals with Disabilities Education Act. The provision of Services will be governed by agreement between the District and the licensed agency and will be subject to the provisions therein as well as the procedures set forth below.

School District Mental Health Professionals

The Student Services Department is available to assist students with mental health concerns, including providing Services within the scope of the staff members professional abilities and/or licensure.

The Board shall make available mental health professional staff members to assist students in receiving specified Service, including:

- A. Alcohol and Other Drug Abuse (AODA), including, where available, specialization within the AODA field consistent with school community needs;
- B. Depression, anxiety;
- C. Survivors of abuse;
- D. Self-harm compulsion and/or suicidal ideation;

Student Services shall maintain information regarding community-based and other types of mental health resources available for students who require more intensive Services or who suffer from more acute or chronic conditions. School staff shall coordinate with and collaborate with outside providers to provide continuity of services in and out of school. All Services provided by and/or coordinated by Student Services shall be available to students who participate only on a voluntary basis.

Any staff member who, in the course of providing mental health services to a student shall report any circumstances giving rise to suspicion that the student has been or is the victim of abuse or neglect (See Policy 8462 – Child Abuse and Neglect) or hears of a threat of violence that the staff member believes in good faith presents imminent danger (See Policy 8462.01 – Threats of Violence).

Coordination of On-Site Services (Face-to-Face and/or Virtual)

Where appropriate, Student Services may, in consultation with the student's building administration, provide access for on-site and/or virtual delivery of Services by independent, appropriately licensed and authorized, professionals subject to the following requirements:

All individuals providing Services must have: (a) appropriate licensure and other required professional credentials; (b) evidence of appropriate insurance coverage; (c) completed and satisfactory criminal background check results and required State health information.

To be eligible to receive Services at school, students must have a signed Consent for Release of Information on file.

Services provided during class time must be approved by the teacher or building principal in consultation with the teacher. No such Services shall be provided in class unless expressly approved by the teacher and building principal and only in such a fashion that no other student's privacy rights, record information, or educational interests are adversely impacted.

The provider must make it clear, in writing on file with the District, that the provider is not directly affiliated with the District, that the student is receiving Services from the particular agency, or organization such that the District's only involvement is coordinating the schedule and providing a suitable location for students to receive Services. The provider and/or agency is not delivering educational services or providing any service on behalf of or with the approval of or sanctioned by the District.

The District may refuse access to school facilities to any individual or agency for violating any expectations. No District officials shall advocate for students to receive Services from any specific provider or agency, but may provide referrals, or information concerning resources available to students.

All providers are expected to adhere to Board policies while on school grounds and providing Services to students.

Complimentary Services

The Services described in this policy and provided for through agreements entered into pursuant to this policy do not replace or eliminate other mental health and related services provided through IEP development, 504 plans, general school counseling services, and other student services available through District and partner resources.

Revised 3/12/25

© Neola 20205

Last Modified by Jennifer Bower on February 6, 2025

REQUEST AND AUTHORIZATION FOR SCHOOL-BASED TELETHERAPY SERVICES

Student Name	Student ID	School

Teletherapy is remote therapy that can be delivered through modalities such as videoconferencing or over the phone. The Ashwaubenon School District encourages therapy appointments to be scheduled outside of school hours whenever possible. Academic success largely depends on a student being present for instruction. If circumstances exist that prevent a student from receiving mental health therapy after school, school-based teletherapy will be considered, in limited circumstances, when there is adequate space and supervision available.

PERMISSION FOR SCHOOL-BASED TELETHERAPY SERVICES

I UNDERSTAND THE FOLLOWING:

- I am responsible for setting up appointments. I am responsible for notifying the school of scheduled appointments for a student at least one (1) week prior to the appointment. This allows the district team sufficient time to reserve/secure confidential space and to identify a person who can supervise the student.
- The student is responsible for getting to/from the appointment. The student will be expected to follow building procedures for getting a pass to/from the meeting spot.
- To allow for a confidential experience, I understand that the student will be in a space with minimal adult supervision during the teletherapy session. I will consult the teletherapy mental health professional to determine if therapy without direct adult supervision is appropriate especially when the student has a history of self-harm or suicidal ideation.
- Reasonable efforts shall be made to schedule appointments during non-instructional time (eg. lunch or study hall) in an attempt to avoid disruptions to instructional time.
- The District shall have discretion and authority to decline school-based teletherapy services if a confidential meeting space is unavailable, if staff are unavailable to supervise, or if the scheduled date/time for an appointment is disruptive to the student's instructional time.
- The student will need to seek out Student Services personnel if additional time is needed before the student is prepared to return to class following the teletherapy appointment.
- The student will need to bring a device for the teletherapy appointment. The device should have the software installed and understand how to log in and out of the teletherapy session. A phone may be provided.
- It will be the student's responsibility to secure a pass (from Student Services or the main office) to return to class following the teletherapy appointment if needed.

I FURTHER AGREE TO THE FOLLOWING:

- The student may receive teletherapy services from the Provider(s) noted herein while they are in attendance at a school in the District.
- The Provider(s) named herein may provide teletherapy services to the student when the student is not under my care and supervision and while in attendance at a school in the District.
- The District may contact the Provider for purposes of exchanging information about the scheduling of teletherapy services, but not for purposes of exchanging protected health information. A separate Authorization for the Release/Exchange of records or information shall be required in order for Provider(s) and District to exchange records or information.

THIS REQUEST AND AUTHORIZATION FOR SCHOOL-BASED TELETHERAPY SERVICES SHALL BE VALID FOR THE SCHOOL YEAR DURING WHICH IT IS EXECUTED. I HAVE THE RIGHT TO REVOKE THIS REQUEST AND AUTHORIZATION AT ANY TIME, BY SUBMITTING A WRITTEN NOTICE OF REVOCATION TO THE DISTRICT, EXCEPT TO THE EXTENT THAT ANY DISCLOSURE HAS ALREADY BEEN MADE IN RELIANCE ON THIS AUTHORIZATION.

IDENTIFICATION OF PROVIDER(S)

Provider Name	Provider Telephone Number	Provider Address	Provider Email Address

Dated: _____

Signature of Parent / Legal Guardian

Signature of Student if age 14 or older

For School/Student Service Office Use:

Form Received By: _____ Date: _____

Request Reviewed By (Administrator): _____ If request is denied, reason: _____

Authorization to Release Records and Exchange of Information Obtained: ☐ Yes ☐ No

Action Item: 1

Ashwaubenon School Board

Meeting Date:	February 12, 2025
Issue:	Early College Credit and Start College Now Requests
Requested By:	Dirk Ribbens
Attachments:	Summer 2025 Early College Credit and Start College Now request. Completed applications are available at the district office.
Financial and/or Staffing Implications:	
Funding Source:	School District
Explanation:	One student has made Early College Credit/Start College Now request. The school counselors and I have reviewed the request and after reviewing Board Policy and the eligibility requirements under the program statute as well as the administrative rules of the Department of Public Instruction, it was determined that this student's course requests qualify for the ECC/SNC programs.
Recommendation:	It is recommended that the qualifying Early College Credit/Start College Now request be approved for the Summer 2025.

Student	Fall/Spring/Summer Semester?	Institution	Course(s)	Credits	Reason for request
Michael Rowell	Summer	UWGB	Food & Nutritional Health NatSci 242	3	Not offered at AHS
			Intro to Computing & Internet Technologies CompSci 201	3	Maxed out at AHS
			Intro to Python Programming CompSci 203	3	Maxed out at AHS
			Fundamentals of Interpersonal Communications Comm 166	3	Not offered at AHS

Action Item: 2

Ashwaubenon School Board

Meeting Date:	February 12, 2025
Issue:	Equipment Request
Requested By:	Kaitlin Tauriainen
Attachments:	Quotes
Financial and/or Staffing Implications:	Roughly \$47,000 for new equipment piece
Funding Source:	Fund 50
Explanation:	<p>The Combi oven at the high school is no longer working and could not be repaired. We needed to purchase another combi to use the steamer function, and we don't have enough space to purchase another convection oven and steamer. Equipment already purchased as approved by J. Vyskocil.</p> <p>Note: Boelter quote does not include the \$5300 cost of recessed doors.</p>
Recommendation:	Recommend the approval of the quote from Streich Equipment for the purchase of Alto-Shaam Combi Oven



STREICH EQUIPMENT
COMMERCIAL KITCHEN SUPPLIES

To:
Ashwaubenon School District
Kaitlin Tauriainen, RD
ktauriainen@ashwaubenonk12.org

Project:
Ashwaubenon School District -
Combi Ovens

From:
Streich Equipment Co., Inc.
Nicole Miller
833 S 3rd Ave
Wausau, WI 54401
715-842-0531
715.842.0531 (Contact)
715-842-0534 (Fax)
nicole@streichequipment.com

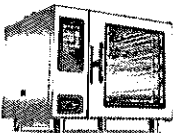
Pricing includes delivery to your location via standard LTL freight, only.

No lift-gate or inside delivery is included.

Customer is responsible for thoroughly inspecting freight upon delivery.

Freight damage should be signed for or rejected.

SECI is not responsible for freight not properly inspected.

Item	Qty	Description	Sell	Sell Total
3	2 ea	COMBI OVEN, GAS	\$18,944.92	\$37,889.84
				
Alto-Shaam Model No. 7-20G PRO Prodigy™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR®				
2 ea NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section				
2 ea One year parts and labor warranty, standard				
2 ea It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or				

Item	Qty	Description	Sell	Sell Total
		components and VOID the original equipment manufacturers warranty		
1 ea		Alto-Shaam Prodigy Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,100.00	\$1,100.00
1 ea		Alto-Shaam Prodigy Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)	\$880.00	\$880.00
2 ea		Installation Program includes: 1. Travel within 60 miles (120 miles round-trip) of installer 2. Pre-installation site survey 3. Professionally reviewed and managed installation process 4. Assembly of purchased equipment 5. Assembly of any accessories 6. Placement and leveling of unit 7. Connection to existing utilities within three feet of unit 8. Mechanical to ensure proper function (Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer)		
		Installation Program does not include: 1. Delivery to end user location 2. Unit must be within five feet of and have a clear and unobstructed path to final destination 3. Special licensing or permits 4. Overtime travel or labor 5. Removal of packing material 6. Removal and scrapping of old unit 7. Installation kit		
2 ea		Specify gas type		
2 ea		TURBO without Smoker, standard		
2 ea		120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug		
2 kt		5021522 Installation Kit, for gas combi ovens, CPVC, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)	\$812.00	\$1,624.00
2 ea		Note: Please refer to Installation Program brochure for kit contents		
2 ea		Wifi, standard		
2 ea		Stacked		
1 ea		5031207 Reverse Osmosis System, 10 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,588.00	\$1,588.00
1 ea		NOTE: Factory Authorized Installation Program (above) MUST be selected for water filtration field install option to become available		

Item	Qty	Description	Sell	Sell Total
	1 ea	Reverse Osmosis System Field Install Program ((NET) NO FURTHER DISCOUNTS APPLY)	\$364.00	\$364.00
	2 ea	Removable "T" style temperature probe, standard		
	2 ea	Recessed Door, for 7-20s (security package not available with this option)	\$2,688.00	\$5,376.00
	1 ea	CE-46991 Alto-Shaam, Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)	\$135.00	\$135.00
	1 ea	CE-27889 Scale Free™ deliming product, 4 lb. bottle, citrus-based, non-corrosive	\$60.00	\$60.00
	1 ea	5016707 Stacking Hardware, 7-20E or 7-20G over 7-20G	\$1,505.00	\$1,505.00
	1 ea	5017391 Mobile Stacking Base, for 7-20 or 10-20 model ovens	\$509.00	\$509.00
	2 ea	FOE Rebate Focus On Energy Rebate	\$-2,000.00	\$-4,000.00
ITEM TOTAL:				\$47,030.84
Total				\$47,030.84



FOR INSTANT QUOTES CLICK HERE:
[Restaurant Equipment Financing](#)

FOR MORE INFORMATION:
 e: CulinaryFinance@culinaryfunding.com
 p: 781.328.9511

- Fast credit decisions
- Minimal up-front costs
- Customizable programs for regional, chain, and franchise accounts
- Flexible end-of-term options
- Support to start-ups and challenged credits

*Some exclusions apply.



SCAN TO APPLY FOR EQUIPMENT FINANCING

Prices Good Until: 01/27/2025

Customer is responsible for confirming all mechanical requirements. Streich Equipment will assume no responsibility if the wrong mechanicals are ordered.

Exception if a Streich representative has checked and confirmed all mechanical connections are correct on-site.

If not listed separately, please add appropriate sales tax, if applicable.

Credit card payments subject to convenience fee. Visa, Mastercard or Discover only accepted.

Thank you for requesting our quote. Please feel free to contact us with any questions.

Acceptance: Kaitlin Tauriainen Date: 1.24.25
Printed Name: Kaitlin Tauriainen
Project Grand Total: \$47,030.84

To:

Ashwaubenon School District
Kaitlin Tauriainen
1055 Griffiths Lane
Ashwaubenon, WI 54304
920-492-2900 1009 (Contact)


Project:

Ashwaubenon School District -
Combi Oven REV 1
Ashwaubenon High School
2391 S Ridge Road
Ashwaubenon, WI 54304

From:

Boelter, LLC
Ron Zeh
N22W23685 Ridgeview Pkwy W
Waukesha, WI 53188-1013
(262) 388-1591 (Contact)

Job Reference Number: 155757

Item	Qty	Description	Sell	Sell Total
3	2 ea	COMBI OVEN, GAS	\$17,433.04	\$34,866.08
		 <p>Alto-Shaam Model No. 7-20G PRO Prodigi™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR®</p>		
	2 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
	2 ea	12 month extended warranty to begin at the end of std. warranty & continue for 12 additional months (net)		
	2 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty		
	1 ea	Alto-Shaam Prodigy Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,144.00	\$1,144.00
	1 ea	Alto-Shaam Prodigy Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)	\$915.20	\$915.20
	2 ea	Installation Program includes: 1. Travel within 60 miles (120 miles round-trip) of installer 2. Pre-installation site survey		

Item	Qty	Description	Sell	Sell Total
		3. Professionally reviewed and managed installation process		
		4. Assembly of purchased equipment		
		5. Assembly of any accessories		
		6. Placement and leveling of unit		
		7. Connection to existing utilities within three feet of unit		
		8. Mechanical to ensure proper function		
		(Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer)		
		Installation Program does not include:		
		1. Delivery to end user location		
		2. Unit must be within five feet of and have a clear and unobstructed path to final destination		
		3. Special licensing or permits		
		4. Overtime travel or labor		
		5. Removal of packing material		
		6. Removal and scrapping of old unit		
		7. Installation kit		
	2 ea	Specify gas type		
	2 ea	TURBO without Smoker, standard		
	2 ea	120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug		
	2 kt	5021522 Installation Kit, for gas combi ovens, CPVC, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)	\$844.48	\$1,688.96
	2 ea	Note: Please refer to Installation Program brochure for kit contents		
	2 ea	Wifi, standard		
	2 ea	Stacked		
	1 ea	5031207 Reverse Osmosis System, 10 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,509.04	\$1,509.04
	2 ea	NOTE: Factory Authorized Installation Program (above) MUST be selected for water filtration field install option to become available		
	1 ea	Reverse Osmosis System Field Install Program ((NET) NO FURTHER DISCOUNTS APPLY)	\$378.56	\$378.56
	2 ea	Removable "T" style temperature probe, standard		
	1 ea	CE-46991 Alto-Shaam, Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC	\$108.51	\$108.51

Item	Qty	Description	Sell	Sell Total
		cleaner, CE-36354)		
	1 ea	CE-27889 Scale Free™ deliming product, 4 lb. bottle, citrus-based, non-corrosive	\$44.47	\$44.47
	1 ea	5016707 Stacking Hardware, 7-20E or 7-20G over 7-20G	\$1,296.21	\$1,296.21
	1 ea	5017391 Mobile Stacking Base, for 7-20 or 10-20 model ovens	\$438.20	\$438.20
ITEM TOTAL:				\$42,389.23
Total				\$42,389.23

Receiving Delivered Item(s) & Inspecting Your Shipment:

Prior to signing and accepting any freight, please ensure it has been carefully inspected for any damage. It is the consignee's responsibility to inspect their shipment for any and all damages. If the packaging shows any indication of damage or mistreatment, please open it immediately and carefully review its contents. We highly recommended inspecting all shipments upon arrival even if there is no indication of damage. The consignee may ask the driver to aid in the inspection of the item(s). If the item(s) have been damaged, the consignee must write a precise description of the damage on both the consignee's copy and the freight company's copy of the delivery receipt or refuse the shipment fully.

Project Terms & Conditions:

- Prices are based on information available at the time. If the plans are modified or any items are added or deleted, the price must be recalculated.
- Purchase orders, signed contract and deposits where required must be received prior to start of work.
- All invoices are net 15 days unless otherwise noted. Payment terms are subject to review of credit references and D & B reports.
- Deposits may be required. Interest at the rate of 18% per annum will be charged on all past due balances.
- Installation, where quoted, does not include final connections unless otherwise noted.
- Return Policy: Goods which are accepted for return as an accommodation to the purchaser must be shipped in the original carton, freight prepaid, and received in good condition. Such goods are subject to restocking charges and refurbishing costs.
- Cords and plugs not furnished with electrical equipment are the responsibility of the General Contractor or Owner.
- In-wall blocking and ceiling structural supports are by others.
- Equipment supplied by Boelter carries the standard manufacturer's warranty. Service labor is not included unless specifically stated in the manufacturer's printed warranty. All warranty work to be performed by authorized service agencies.
- Delays: Boelter will attempt to meet any delivery dates specified, but in no event will Boelter be responsible for any delays caused by the manufacturer or other subcontractors.
- All discrepancies, shortages, overages, and damages for product received by the Owner must be... (A) Noted on the Bill of Lading and (B) Reported to Boelter within 24 hours of receipt of materials. Claims made after 24 hours may still be resolved by Boelter but costs to resolve the claim will be the responsibility of the Owner.
In addition, equipment with freight damage must have the claim filed before the equipment is moved from the receiving location.
- Prices on this quote are guaranteed for 15 days, unless otherwise noted.
- All items shipped F.O.B. Factory unless otherwise noted. Necessary Lift gate, inside delivery and any other additional services will be appear on the final billing.

14. Production for certain items is dependent upon receipt of approved drawings, final field dimensions and receipt of any customer furnished items.

15. Credit card payments are subject to a 3% surcharge.

Any additional tax, freight, delivery, installation, shop supplies or disposal fees will be added to the final invoice. The above total selling price does not include plumbing, wiring, or carpentry unless specifically noted otherwise.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$42,389.23

Prodigi™ Pro 7-20 (E/G)

Electric or Gas

UL

Engineered for dependability, connectivity, and cost savings, Prodigi™ Pro combination ovens are an all-in-one solution for efficient and consistent food production. These ovens do the work of a convection oven, kettle, steamer, fryer, smoker and more. With advanced features and accessories and an intelligent, customizable control, Prodigi Pro combination ovens are designed to support—and connect—the most demanding kitchens.

Standard features

- Boilerless steam generation
- Absolute Humidity Control™ for selecting any humidity level from 0-100% to maximize food quality, texture, and yield
- Three cooking modes—steam, convection, and combination
- 10.1" programmable, touchscreen control with customizable home screen options, recipe categorization and filtering, lockout features and more
- Easy recipe upload/download via USB port
- ChefLinc™ remote oven management to push and pull recipes, software or oven settings from anywhere
- Five fully automated cleaning cycles
- Front-accessible and retractable rinse hose
- LED illuminated door handle to provide visual notification of the oven status
- SafeVent™ automatic steam venting at the end of the cooking cycle
- Zero clearance design
- EPA 202 compliant
- Temperature range: 85°F to 550°F [30°C to 302°C]



7

Seven full-size sheet pans;
Sixteen* GN 1/1 pans, two rows deep
[*one less on models with smokers]
14 half-size sheet pans

Two side racks with eight non-tilt support rails; 19-7/8"
(505mm) horizontal width between rails, 2-3/4"
(70mm) vertical spacing between rails

168 lb [76 kg] kg product maximum

105 quarts [133 liters] liters volume maximum

Four [4] wire shelves included.

Copper Installation kits

Base kit selection on amp draw found in electrical table

Electric

- ☐ 20A [5026970]
- ☐ 30A [5026932]
- ☐ 40A [5026972]
- ☐ 50A [5026973]
- ☐ 80A [5026974]
- ☐ 125A [5026977]
- ☐ 175A [5026978]
- ☐ 200A [5026979]

Gas

- ☐ 20A [5026980]
- ☐ 30A [5026933]
- ☐ No cord [5026971]

CPVC Installation kits

Base kit selection on amp draw found in electrical table

Electric

- ☐ 20A [5021521] ☐ 125A [5021529]
- ☐ 30A [5021519] ☐ 150A [5021530]
- ☐ 40A [5021525] ☐ 200A [5021531]
- ☐ 50A [5021526] ☐ 250A [5021531]
- ☐ 80A [5021527]

Gas

- ☐ 20A [5021522]
- ☐ 30A [5021520]
- ☐ No cord [5021524]

This equipment is UL listed for ventless operation. Ventless certification is for all food items, including foods classified as "fatty raw proteins." These foods include bone-in, skin-on chicken, raw hamburger meat, raw sausage, steaks, etc. Always consult local HVAC codes and authorities to ensure compliance with ventilation requirements. If you require further assistance, or local authorities and/or jurisdictions reject your request, please contact our dedicated Regulatory Compliance team.



COA# 5760
Electric models only



ALTO-SHAAM



7-20 Pro

Configuration for Electric Models (select one)

- ☐ Turbo [Increased energy usage for quicker preheat and recovery times]
- ☐ ECO [Designed for energy conservation—reference power requirements]

Configuration for Gas Models (select one)

- ☐ Natural gas
- ☐ Propane

Electrical (select one)

- ☐ 120V 1ph [Gas only]
- ☐ 208–240V 3ph
- ☐ 208–240V 1ph [Gas only]
- ☐ 440–480V 3ph

Door swing (select one)

- ☐ Right hinged
- ☐ Recessed door, optional [not available on ventless hood models]

ChefLinc connection

- ☐ Wi-Fi [standard]
- ☐ Ethernet [optional]

Options (select all that apply)

- ☐ Ventech™ Hood*
- ☐ CombiSmoke® feature—smoke hot or cold with real wood chips [not available on units with Ventech hoods or units with security devices]
- ☐ Automatic grease collection system

*Electric models only

Cleaning (select one)

- ☐ Automatic tablet-based cleaning system [standard]
- ☐ Automatic liquid cleaning system [optional]

Probe choices

- ☐ Removable, quick-release, T-style probe [PR-37158] [standard]
- ☐ Removable, single-point, sous vide probe [PR-36576] [optional]
- ☐ Removable probe with stop for grease collection [5035704]

Security devices for correctional facility use

- ☐ Optional base package [not available with recessed door]: includes tamper-proof screw package
- ☐ Anti-entrapment device [5017157] [optional]
- ☐ Control panel security cover [5017145] [optional]
- ☐ Hasp door lock [padlock not included] [5017144] [optional]

Water treatment

- ☐ RO System OPS175CR/5 [5031203]
- ☐ Water filtration system [5037355]

Extended warranty

- ☐ One-year warranty extension

Installation options (select one)

- ☐ Alto-Shaam Factory Authorized Installation Program — available in the U.S. and Canada only
- ☐ Installation Start-Up Check — available through an Alto-Shaam authorized service agency

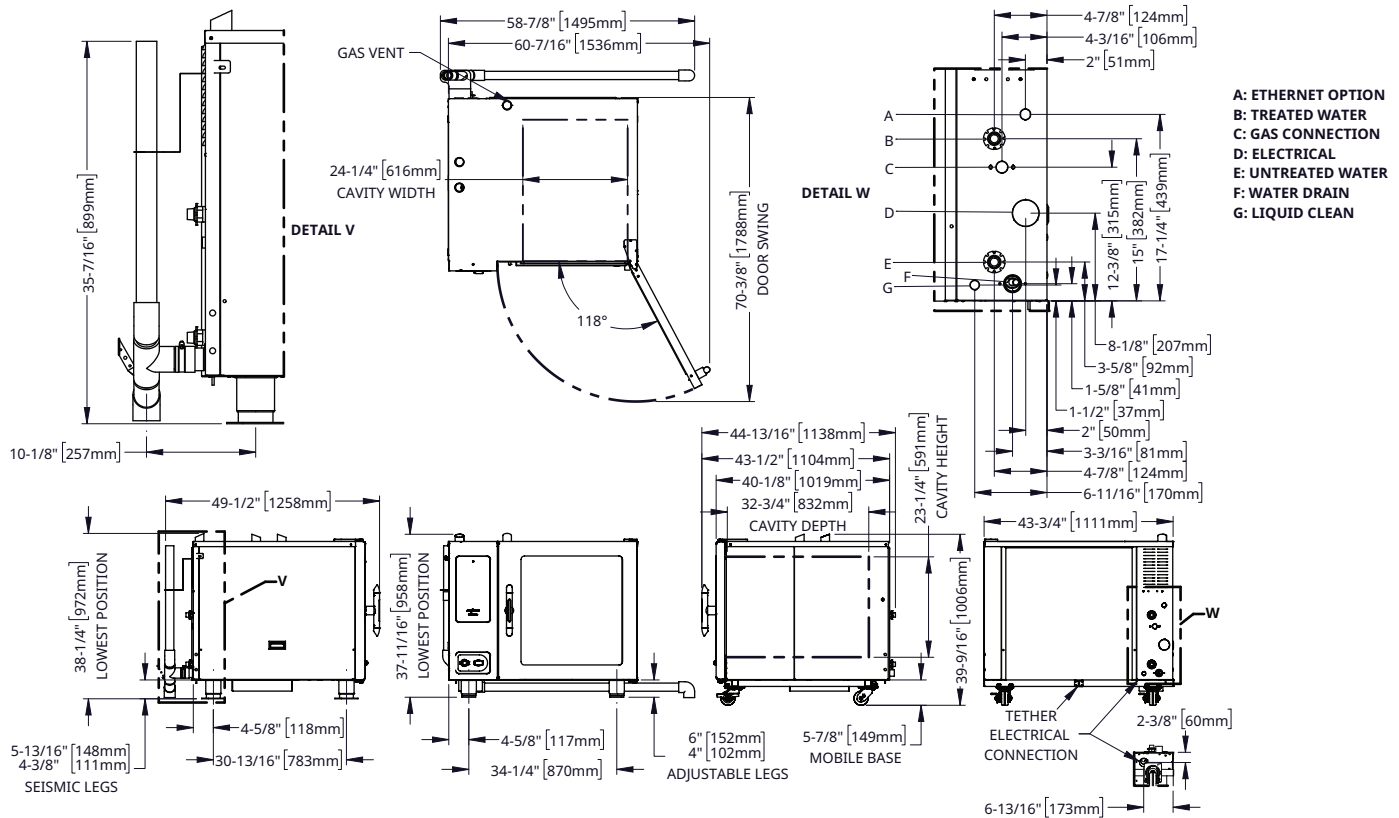
[Accessories \[reference accessory catalog\]](#)



Prodigi™ Pro 7-20 (E/G)

ALTO-SHAAM

DIMENSIONS — standard door



A: ETHERNET OPTION
B: TREATED WATER
C: GAS CONNECTION
D: ELECTRICAL
E: UNTREATED WATER
F: WATER DRAIN
G: LIQUID CLEAN

Model	Exterior (H x W x D)	Interior (H x W x D)	Net Weight
7-20	37-11/16" x 43-3/4" x 44-13/16" [958mm x 1111mm x 1138mm]	23-1/4" x 24-1/4" x 32-3/4" [591mm x 616mm x 832mm]	Elec: 563 lb [255 kg] Gas: 522 lb [237 kg]

Ship Dimensions (L x W x H)*

56" x 49" x 51" [1422mm x 1245mm x 1295mm]

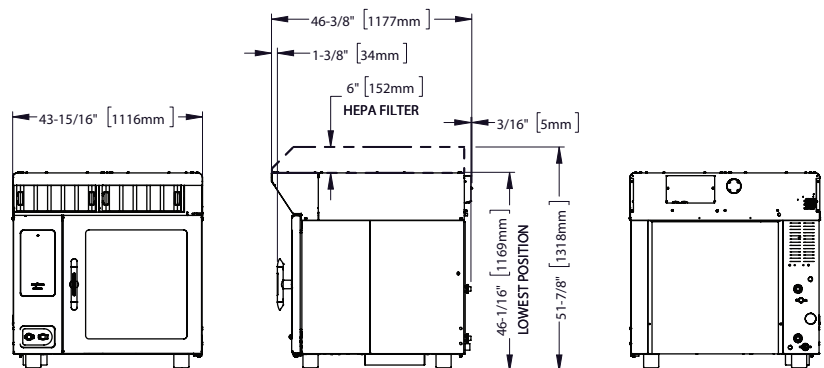
Ship Weight*

Elec: 708 lb [321 kg] Gas: 667 lb [303 kg]

*Domestic ground shipping information. Contact factory for export weight and dimensions.

OVENS WITH VENTECH® HOOD

Electric only



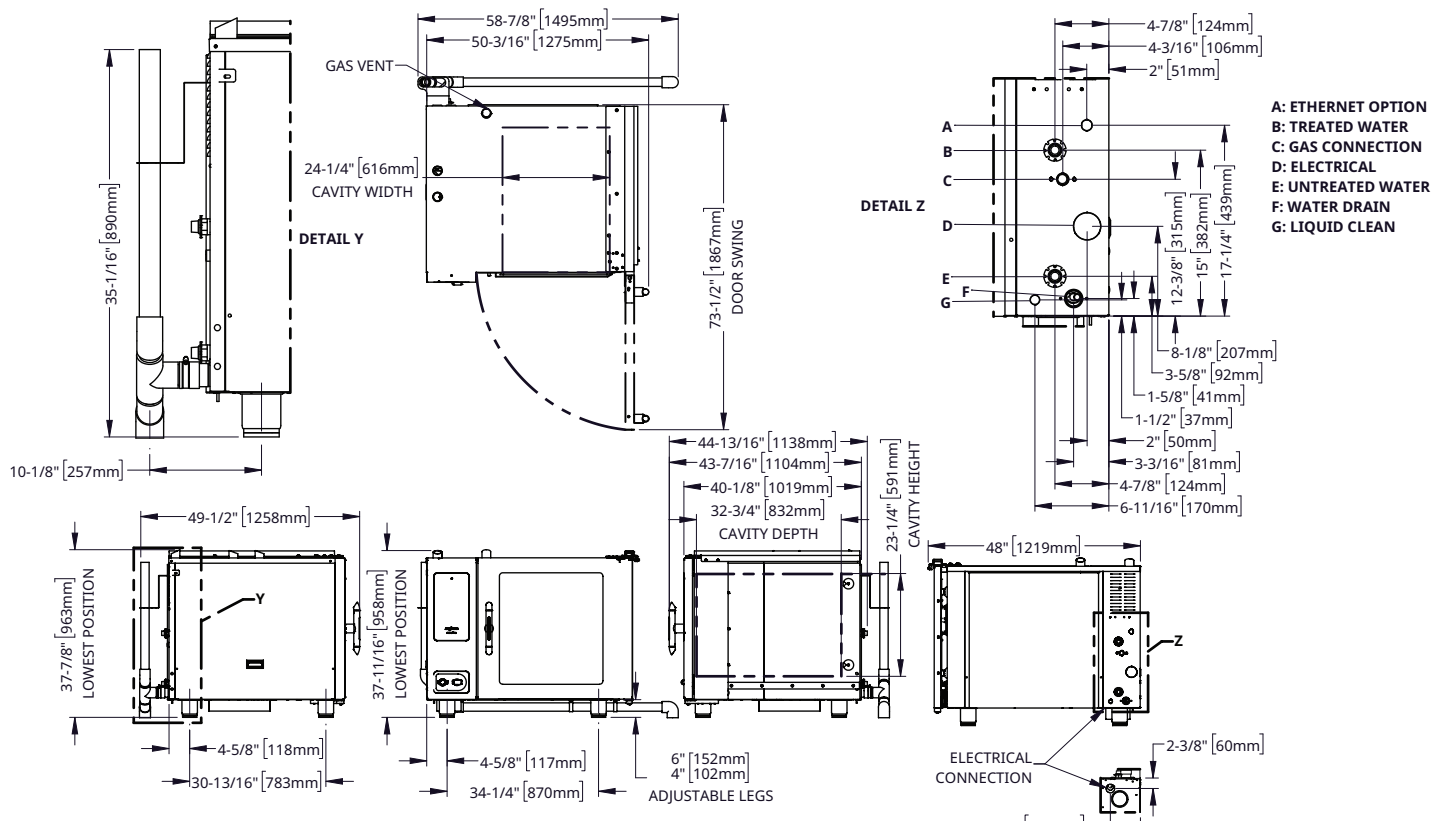
Model	Ventech Hood Exterior (H x W x D)	Net Weight	Ship Dimensions (L x W x H)*	Ship Weight*
VH-20	11-1/8" x 43-15/16" x 46-3/8" [282mm x 1116mm x 1177mm]	158 lb [72 kg]	56" x 49" x 20" [1422mm x 1245mm x 508mm]	276 lb [125 kg]
	Ventech Hood Plus Exterior (H x W x D)	Net Weight	Ship Dimensions (L x W x H)*	Ship Weight*
	17-1/8" x 43-15/16" x 46-3/8" [435mm x 1116mm x 1177mm]	211 lb [96 kg]	59" x 49" x 20" [1500mm x 1245mm x 508mm]	336 lb [152 kg]
	Oven with Ventech Hood (H x W x D)	Net Weight	Ship Dimensions (L x W x H)*	Ship Weight*
	46-1/16" x 43-15/16" x 46-3/8" [1169mm x 1116mm x 1177mm]	Call factory	56" x 45" x 65" [1422mm x 1143mm x 1651mm]	Call factory
	Oven with Ventech Hood Plus (H x W x D)	Net Weight	Ship Dimensions (L x W x H)*	Ship Weight*
	51-7/8" x 43-15/16" x 46-3/8" [1318mm x 1116mm x 1177mm]	Call factory	56" x 45" x 65" [1422mm x 1143mm x 1651mm]	Call factory

*Domestic ground shipping information. Contact factory for export weight and dimensions.

Prodigi™ Pro 7-20 (E/G)

ALTO-SHAAM

DIMENSIONS — recessed door



Model	Exterior (H x W x D)	Interior (H x W x D)	Net Weight
7-20	37-11/16" x 43-3/4" x 44-13/16" [958mm x 1111mm x 1138mm]	23-1/4" x 24-1/4" x 32-3/4" [591mm x 616mm x 832mm]	Elec: 563 lb [255 kg] Gas: 522 lb [237 kg]

Ship Dimensions (L x W x H)*

56" x 49" x 51" [1422mm x 1245mm x 1295mm]

Ship Weight*

Elec: 708 lb [321 kg] Gas: 667 lb [303 kg]

*Domestic ground shipping information. Contact factory for export weight and dimensions.

OVENS WITH VENTECH® HOOD

Electric only

Eliminate the need for a traditional kitchen hood. Ventech Type 1 hoods with condensation technology condense steam while capturing and removing grease-laden air, vapors, and lingering smoke. For more demanding locations, Ventech PLUS™ hoods include a HEPA filter. These hoods combine the fine particulate filtering of a HEPA filter with condensation technology of the standard Ventech hood.



Prodigi™ Pro 7-20 (E/G)




7-20E ELECTRIC

7-20E	V	Ph	Hz	ECO						Turbo Option*						Connection
				AWG**	A	A^	Breaker minimum	kW	kW^	AWG**	A	A^	Breaker minimum	kW	kW^	
208–240V	208	3	50/60	6	45.7	46.4	58A/58A^	16.4	16.7	4	53.4	54.2	67A/68A^	19.2	19.5	3Ø/PE
	240	3	50/60	6	52.7	53.9	66A/68A^	21.9	22.4	4	61.4	62.7	77A/79A^	25.5	26.0	3Ø/PE
440–480V	440	3	50/60	12	20.6	21.0	26A/27A^	15.7	16.0	10	24.7	25.9	31A/33A^	18.3	19.7	3Ø/PE
	480	3	50/60	12	22.4	23.1	28A/29A^	18.7	19.2	10	26.2	28.5	33A/36A^	21.8	23.7	3Ø/PE

*No-cost option on electric models.

^Values for units with Ventech Hoods.

** Recommended minimum conductor sized at 90°C and ambient 30°C.

- Electrical connections must meet all applicable federal, state, and local codes.
- For use on individual branch circuit only.
- Ovens are not supplied with an electrical cord or plug.
- Electric supply may be hard-wired or use a cord and plug. Local codes may require a current protection device. If so, the device must accommodate a leakage current of 20mA.

With Smoker Option				ECO				Turbo Option*				Connection
7-20E	V	Ph	Hz	AWG**	A	Breaker minimum	kW	AWG**	A	Breaker minimum	kW	
208–240V	208	3	50/60	6	47.2	59A	17.0	4	54.7	69A	19.7	3Ø/PE
	240	3	50/60	6	54.4	68A	22.6	4	63.1	79A	26.2	3Ø/PE
440–480V	440	3	50/60	12	21.9	28A	16.2	10	24.7	31A	18.8	3Ø/PE
	480	3	50/60	12	23.8	30A	19.2	10	26.8	34A	22.3	3Ø/PE

*No-cost option on electric models.

** Conducteur minimum recommandé de température nominale de 90 °C et ambiante de 30 °C.

- Les raccordements électriques doivent être conformes à toutes les réglementations en vigueur.
- Utiliser exclusivement sur un propre circuit de dérivation séparé.
- Les fours ne sont pas fournis avec un cordon ou une fiche électrique.
- L'alimentation électrique peut être par câblage ou par cordon et fiche. Les codes en vigueur peuvent exiger un dispositif de protection contre les courants résiduels. Si c'est le cas, ce dispositif doit accepter un courant de fuite de 20 mA.



7-20G ELECTRIC

7-20G	V	Ph	Hz	AWG**	Without Smoker Option			With Smoker Option			Connection
					A	Breaker minimum	kW	A	Breaker minimum	kW	
120 V	120	1	60	12	6,8	20A	0,84	12,0	20A	1,5	1Ø/PE
208–240 V	208	1	50/60	14	4,8	15A	1,0	7,3	15A	1,5	1Ø/PE
	240	1	50/60	14	4,2	15A	1,0	7,1	15A	1,7	1Ø/PE
208–240 V	208	3	50/60	14	4,8	15A	1,0	7,3	15A	1,5	3Ø/PE
	240	3	50/60	14	4,2	15A	1,0	7,1	15A	1,7	3Ø/PE

** Recommended minimum conductor sized at 90°C and ambient 30°C.

- Electrical connections must meet all applicable federal, state, and local codes.
- For use on individual branch circuit only.
- Ovens are not supplied with an electrical cord or plug.
- Electric supply must be hard-wired. Local codes may require a current protection device. If so, the device must accommodate a leakage current of 20mA.

Prodigy™ Pro 7-20 (E/G)

ALTO-SHAAM



CLEARANCE

Top: 20" [508mm]
 Left: 0" [0mm]
 Right: 18" [457mm] recommended service access
 0" [0mm] non-combustible surfaces
 2" [51mm] combustible surfaces
 Bottom: 5-1/8" [130mm]
 Back: 4" [102mm] between plumbing and nearest object



REQUIREMENTS

- Oven must be installed level.
- Oven must be installed on noncombustible surface.
- Use a water supply shut-off valve and back-flow preventer when required by local code.
- Drain must not be located directly underneath the appliance unless a stand with solid top or shelf is used.
- Exhaust hood installation is required on gas-heated models.



HEAT: ELECTRIC

Heat of rejection

7-20E	Heat Gain qs, BTU/hr	Heat Gain qs, kW
	1305	0.38



GELUID: ELEKTRISCH

Noise emissions

Without hood system, a maximum 67 dBA was measured at 3.3 ft [1 m] from unit.

With hood system, a maximum 73 dBA was measured at 3.3 ft [1 m] from unit.



HEAT: GAS

Heat of rejection

7-20G	Heat Gain qs, BTU/hr	Heat Gain qs, kW
	549	0.16



NOISE: GAS

Noise emissions

Without hood system, a maximum 67 dBA was measured at 3.3 ft [1 m] from unit.



GAS REQUIREMENTS

Gas Requirements

- Gas type must be specified on order
- Hook-up: 3/4" NPT

UL Marked Appliances	Maximum Input BTU/h	Maximum Inlet Pressure Inches WC [kPa]	Minimum Inlet Pressure Inches WC [kPa]	Maximum Fuel Consumption*	
				CFH	GPH
Natural Gas	98,000	14.0 [3.5]	5.5 [1.1]	93.3	N/A
Propane	98,000	14.0 [3.5]	9.2 [2.8]	39.2	1.1

*Assumes an average heating value for natural gas to be 1050 BTU/SCF and a specific gravity of 0.60. The assumed value for propane gas is 2,500 BTU/SCF, and a specific gravity of 1.53.



WATER

Water requirements (per oven)

Two cold water inlets — drinking quality

- One treated water inlet: 3/4" NPT male connection. Line pressure 30 psi minimum dynamic and 90 psi maximum static [200–1000 kPa] at a minimum flow rate of 0.26 gpm [1 L/min].
- One untreated water inlet: 3/4" NPT male connection. Line pressure 30 psi minimum dynamic and 90 psi maximum static [200–1000 kPa] at a minimum flow rate of 2.64 gpm [10 L/min]. Water drain: 1-1/2" [40mm] connection with a vertical vent to extend above the exhaust vent. Materials must withstand temperatures up to 200°F [93°C].

Water Quality Standards

It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, a means of "water treatment" provided that would meet compliance requirements with the published water quality standards shown below. Non-compliance with these minimum standards will potentially damage this equipment and/or components and void the original equipment manufacturer's warranty. Alto-Shaam recommends using the Alto-Shaam Reverse Osmosis System or a water filtration system to properly treat your water.

Inlet Water Requirements		
Contaminant	Treated Water	Untreated Water
Free Chlorine	Less than 0.1 ppm [mg/L]	Less than 0.1 ppm [mg/L]
Hardness	30-70 ppm	30-70 ppm
Chloride	Less than 30 ppm [mg/L]	Less than 30 ppm [mg/L]
pH	7.0 to 8.5	7.0 to 8.5
Silica	Less than 12 ppm [mg/L]	Less than 12 ppm [mg/L]
Total Dissolved Solids [tds]	50-125 ppm	50-360 ppm



CLEARANCE

Clearance requirements for water filtration system

Do not install a water filtration system behind unit.

CONTACT US

W164 N9221 Water Street | Menomonee Falls, Wisconsin 53051 | U.S.A.
 Phone: 262.251.3800 | 800.558.8744 U.S.A./Canada | Fax: 262.251.7067 | alto-shaam.com

Action Item:3

Ashwaubenon School Board

Meeting Date:	2/12/25
Issue:	Purchase of two new treadmills for the Parkview Fitness Center for the current school year and future years
Requested By:	Kris Hucek for Parkview Phy Ed Department
Attachments:	<p>Quotes from:</p> <ul style="list-style-type: none"> • Summit Commercial • Summit Commercial • Johnson Fitness • US Med Rehab
Financial and/or Staffing Implications:	Each Matrix Endurance LED Treadmill costs \$5249
Funding Source:	One treadmill is being purchased with Jag Jog Funds by the PFC (Parent Faculty Club) and the second one is being purchased with Parkview building funds.
Explanation:	The current equipment in the Fitness Center is still the original equipment purchased from the PEP Grant or used pieces from AHS. Some of the pieces are worn out due to the daily use by Phy Ed classes and are in need of replacing.
Recommendation:	Approve the current purchase of two Matrix Endurance LED Treadmills from Quote #1351 from Summit Commercial Fitness for the Parkview Fitness Center for the 2024-2025 school year. The request to purchase of a 3rd and 4th treadmill will be presented to the board during the 2025-2026 school year.



Johnson Fitness & Wellness

Jeffrey Tarnowski (4197)
1600 Landmark Drive
Cottage Grove, WI 53527
Phone: (715) 495-0874
Fax: (925) 906-9613
Email: Jeffrey.Tarnowski@johnsonfit.com

Quote

Quote Order 22-070365
Date 12/19/24

Ship To Information

Parkview Middle School
Andrew Meinel
955 Willard Drive
Ashwaubenon, WI 54304

Work: (920) 492-2945

Email: ameinel@ashwaubenonk12.org

Bill To Information

Parkview Middle School
Andrew Meinel
955 Willard Drive
Ashwaubenon, WI 54304

Work: (920) 492-2945

Email: ameinel@ashwaubenonk12.org

Expiration Date: 1/18/2025

Terms: Prepaid

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
		<u>Full Commercial NEW Treadmills</u>		<input type="checkbox"/>			
				<input type="checkbox"/>			
3	VFT600-03	Vision Fitness T600-03 Treadmill	Deliver	<input type="checkbox"/>	\$5,399.00	\$3,246.00	\$9,738.00
				<input type="checkbox"/>			
		<u>FREIGHT/DELIVERY/INSTALL</u>		<input type="checkbox"/>			
1		Factory Freight		<input type="checkbox"/>	\$475.00	\$475.00	\$475.00
		NO CHARGE - C/O JEFF		<input type="checkbox"/>			
1	COMMDEL04	Commercial Delivery & Assembly	Deliver	<input type="checkbox"/>	\$0.00	\$720.00	\$720.00
		Delivery, Assembly, Install, Testing, Clean Up		<input type="checkbox"/>			
				<input type="checkbox"/>			
		Wisconsin State Pricing Discount		<input type="checkbox"/>			
		34% TOTAL COMMERCIAL DISCOUNT!		<input type="checkbox"/>			

Special Instructions:

Vision Warranty - Full Commercial
5yrs motor/parts
2yrs labor

Item Total: \$10,933.00

Tax: \$0.00

TOTAL: \$10,933.00

Standard Terms and Conditions

1. All orders must be prepaid before shipment without approved credit.
2. These prices are subject to change after 30 days from document date.
3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
4. Any changes on orders must be made within 7 days after the order is accepted.
5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
6. Buyer agrees to promptly file claim for all goods damaged in transit.
7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
8. A Preventative Maintenance Agreement is available for all equipment.
9. Equipment lease is available with approved credit.
10. All unit prices are F.O.B. manufacturer.
11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Please send check payments to:

DBA Johnson Fitness & Wellness

1600 Landmark Drive

Cottage Grove, WI 53527

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.

I am authorized to order the listed equipment with full understanding
of the payment terms.

Authorized Signature: _____

Print Name: _____

P.O. Number: _____

Date of Acceptance: _____

www.johnsonfit.com/commercial



Local Sales Local Service World-Class Support

Created Date 01/17/2025
Estimates are valid for thirty (30) days.

Quote Number 00001351
Quote Name Treadmill 2

Summit Information

Prepared By Steve Berghs
Email sberghs@summitcf.com
Phone (262) 622-2041

Company Address 6376 Copps Ave
Madison, WI 53716-3761
United States

Customer Information

Bill To Name Parkview Middle School - Ashwaubenon
Billing Address 955 Willard Drive
Ashwaubenon, WI 54304

Ship To Name Parkview Middle School - Ashwaubenon
Shipping Address 955 Willard Drive
Ashwaubenon, WI 54304

Important Information

Standard Payment Terms: 50% at order, balance due at delivery. Exceptions, if applicable will be noted below.

Please provide tax exempt certificates if applicable.

Delivery requires site survey.

Commercial treadmills require NEMA 5-20R outlet with dedicated 20 amp circuit.

Product	Line Item Description	Sales Price	Quantity	Total Price
A-T-ES-LED	Matrix Endurance LED Treadmill	\$5,249.00	1.00	\$5,249.00
Delivery	Delivery & Assembly - Included (does not include removal or disposal of any existing equipment)	\$0.00	1.00	\$0.00

Totals

Subtotal \$5,249.00
Tax \$0.00
Grand Total \$5,249.00

Standard Terms & Conditions

1. There may be a 1.5% monthly service charge on **overdue accounts**. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
2. If customer requires a **certificate of insurance** that includes a waiver of subrogation or if the additional insured is to be on a primary non-contributory basis the customer agrees to assume the additional cost.
3. There is a **3% processing fee** for any purchases made via **credit card**.
4. **Equipment leasing** is available with approved credit. Please contact your sales manager for more information.
5. A **restocking fee of 15%** will be applied on merchandise ordered but not accepted. Delivery, Set-Up and Freight charges will not be refunded.
6. A **Preventative Maintenance Agreement** is available for all equipment. Please contact us for further information and an itemized estimate.
7. **Storage Fees** may be assessed for any deliveries delayed within five days prior to the scheduled delivery date. Summit Commercial Fitness will try to accommodate the requested reschedule date.
8. Customer is responsible for anchoring any equipment or product that require **floor or wall anchoring/mounting**.

Proposal Approval

Print Name: _____

Title: _____

Signature: _____

Date: _____



Local Sales Local Service World-Class Support

Created Date 01/17/2025
Estimates are valid for thirty (30) days.

Quote Number 00001348
Quote Name Treadmill

Summit Information

Prepared By Steve Berghs
Email sberghs@summitcf.com
Phone (262) 622-2041

Company Address 6376 Copps Ave
Madison, WI 53716-3761
United States

Customer Information

Bill To Name Parkview Middle School - Ashwaubenon
Billing Address 955 Willard Drive
Ashwaubenon, WI 54304

Ship To Name Parkview Middle School - Ashwaubenon
Shipping Address 955 Willard Drive
Ashwaubenon, WI 54304

Important Information

Standard Payment Terms: 50% at order, balance due at delivery. Exceptions, if applicable will be noted below.

Please provide tax exempt certificates if applicable.

Delivery requires site survey.

Commercial treadmills require NEMA 5-20R outlet with dedicated 20 amp circuit.

Product	Line Item Description	Sales Price	Quantity	Total Price
A-T-LS-LED	Matrix Lifestyle LED Treadmill	\$3,995.00	1.00	\$3,995.00
Delivery	Delivery & Assembly - Included (does not include removal or disposal of any existing equipment)	\$0.00	1.00	\$0.00

Totals

Subtotal \$3,995.00
Tax \$0.00
Grand Total \$3,995.00

Standard Terms & Conditions

1. There may be a 1.5% monthly service charge on **overdue accounts**. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
2. If customer requires a **certificate of insurance** that includes a waiver of subrogation or if the additional insured is to be on a primary non-contributory basis the customer agrees to assume the additional cost.
3. There is a **3% processing fee** for any purchases made via **credit card**.
4. **Equipment leasing** is available with approved credit. Please contact your sales manager for more information.
5. A **restocking fee of 15%** will be applied on merchandise ordered but not accepted. Delivery, Set-Up and Freight charges will not be refunded.
6. A **Preventative Maintenance Agreement** is available for all equipment. Please contact us for further information and an itemized estimate.
7. **Storage Fees** may be assessed for any deliveries delayed within five days prior to the scheduled delivery date. Summit Commercial Fitness will try to accommodate the requested reschedule date.
8. Customer is responsible for anchoring any equipment or product that require **floor or wall anchoring/mounting**.

Proposal Approval

Print Name: _____

Title: _____

Signature: _____

Date: _____



DRAFT INVOICE

US MedRehab

US MedRehab

1131 North Warson Road, St. Louis, Missouri, United States

sales@usmedrehab.com | 888-581-5504 | 63132

www.usmedrehab.com

SHIPPING ADDRESS

Andrew Meinel
Parkview Middle School
+19204922945
ameinel@ashwaubenonk12.org
955 Willard Dr, Ashwaubenon, Wisconsin, 54304, United States

Amount: **\$5,465.00**

Invoice Number: **#D4219**

Order Date: **2025-01-16 21:49:08**

Items	Qty	Price	Tax	Tax Amount	Subtotal
 Matrix Lifestyle Treadmill SKU: T-LS-LED Variant: LED	1	\$5,465.00	Wisconsin State Tax: 0%	\$0.00	\$5,465.00

Subtotal \$5,465.00

Discount -\$0.00

Shipping \$0.00

Tax VAT: 0% \$0.00

Grand total **\$5,465.00**

PAYMENT INFORMATION

Andrew Meinel
Parkview Middle School
955 Willard Dr, Ashwaubenon, Wisconsin, 54304, United States



Action Item: 4

Ashwaubenon School Board

Meeting Date:	February 12, 2025
Issue:	<p>Website Sponsorship and Policy Update:</p> <ul style="list-style-type: none"> • A desire to further our community engagement and community partnerships. • Lack of budget for items, like the website. • Update Policy 9700.01 to include media-based electronic advertising
Requested By:	Jen Layden
Attachments:	<p>Board Meeting Slidedeck- Slides ASD- Advertising, Donations, & Sponsorship Guide Mount Horeb- Advertising, Donations, & Sponsorship Guide New Berlin- Advertising, Donations, & Sponsorship Guide Fort Atkinson- Sponsorship Guide</p>
Financial and/or Staffing Implications:	If approved, it will gain money for the district
Funding Source:	NA
Explanation:	<p>The website needs to be rebuilt because of new ADA regulations. The platform we are going with needs a \$20,000 deposit and \$7,000 a year. Due to the increased cost and lack of budget, an idea that other districts have is to have a sponsor for the website. In looking further into areas that need more budget than normal, it is possible to get sponsors for those areas as well (see examples from other districts).</p> <p><u>Policy 9700.01 – Advertising and Commercial Activities:</u> updated policy to include the use of media-based electronic advertising</p>
Recommendation:	<ul style="list-style-type: none"> • Waive the second read and approve the update to Policy 9700.01. • Accept the recommendation to pursue a sponsor for the website and future needs.

Book	Policy Manual
Section	Board Approved 3/12/2025
Title	ADVERTISING AND COMMERCIAL ACTIVITIES
Code	po9700.01
Status	
Adopted	June 9, 2008
Last Revised	August 25, 2023

9700.01 - **ADVERTISING AND COMMERCIAL ACTIVITIES**

This policy provides guidance for the appropriate and inappropriate use of advertising or promotion of commercial products or services to the students and parents in the school.

"Advertising" comes in many different categories and forums and is defined as an oral, written or graphic statement made by the producer, manufacturer, or seller of products, equipment, or services which calls for the public's attention to arouse a desire to buy, use or patronize the product, equipment, or services. This includes the visible promotion of product logos for other than identification purposes. Brand names, trademarks, logos or tags for product or service identification purposes are not considered advertising.

The Board may permit paid commercial advertising in school district facilities or on school district property in the following categories or forums in accordance with the parameters set forth herein:

A. Product Sales:

1. product sales benefiting a district, school or student activity (e.g., the sale of beverages or food within schools);
2. fund-raising activities (e.g., short-term sales of gift wrap, cookies, candy, etc.) to benefit a specific student population, club or activity where the school receives a share of the profits.

B. Direct Advertising/Appropriation of Space:

1. signage and billboards in schools and school facilities;
2. corporate logos or brand names on school equipment (e.g., marquees, message boards or scoreboards);
3. ads in school publications (newspapers and yearbooks and event programs);
4. media-based electronic advertising (e.g., Channel One or Internet or web-based sponsorship);

C. Indirect Advertising:

1. The Board approves the use of instructional materials developed by commercial organizations such as films and videos only if the education value of the materials outweighs their commercial nature.
2. The films or material shall be carefully evaluated by the school principal for classroom use to determine whether the films or materials contain undesirable propaganda and to determine whether the materials are in compliance with the guidelines as set forth above.

No advertising may use the name, logo, mascot, or any other name which would associate an activity with the District without the specific written permission of the Superintendent. It is further the policy of the Board that its name, students, staff members and District facilities shall not be used for any commercial advertising or otherwise promoting the interests

of any commercial, political, nonprofit or other non-school agency or organization, public or private, without the specific written permission of the Superintendent.

Any commercial advertising shall be structured in accordance with the General Advertising Guidelines set forth below.

General Advertising Guidelines

The following guidelines shall be followed with respect to any form of advertising on school grounds:

- A. When working together, schools and businesses must protect educational values. All commercial or corporate involvement should be consistent with the District's educational standards and goals.
- B. Any advertising that may become a permanent or semi-permanent part of a school requires prior approval of the Board.
- C. The Board reserves the right to consider requests for advertising in the schools on a case-by-case basis.
- D. No advertisement shall promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene, pornographic or illegal materials or activities, gambling, violence, hatred, sexual conduct or sexually explicit material, X or R rated movies, or gambling aids.
- E. No advertisement shall promote any specific religion or religious, ethnic or racial group, political candidate or ballot issue and shall be non-proselytizing.
- F. No advertisement may contain libelous material.
- G. No advertisement may be approved which would tend to create a substantial disruption in the school environment or inhibit the functioning of any school.
- H. No advertisement shall be false, misleading or deceptive.
- I. Each advertisement must be reviewed in advance for age appropriateness.
- J. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objectives of the school district, inappropriate, or inconsistent with the guidelines set forth in this policy.
- K. All corporate support or activity must be age-appropriate and must be consistent with the Board's policies not to discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex (including gender status, change of sex, or gender identity), or physical, mental, emotional, or learning disability (Protected Classes) in any of its student program and activities.
- L. Students shall not be required to advertise a product, service, company or industry.
- M. Advertising will not be permitted on the outside or the inside of school buses.
- N. The Superintendent/designee is responsible for screening all advertising.
- O. The Superintendent/designee may require that samples of advertising be made available for inspection.
- P. The inclusion of advertisements in school district publications, in school district facilities, or on school district property does not constitute or imply approval and/or endorsement of any product, service, organization, or activity.
- Q. Final discretion regarding whether to advertise and the content and value of the materials will be with the Board.

Written Contract for Placement

All advertising agreements between the District and an outside entity shall be in writing, shall specify all relevant terms, and must be approved by the Board prior to placement of advertisements.

The contracts shall contain at a minimum the following clauses:

- A. District authority over content and placement of advertisement;
- B. authority of District administration to view and approve all materials prior to actual placement;

- C. specific provisions regarding financial terms, timing of payment, hold harmless clause in the event of lawsuit against advertiser that requires removal of advertisement prior to expiration of contract; and
- D. warranty regarding intellectual property and indemnification against alleged violations of trademark or copyright protections by third parties

The District Administrator shall negotiate all such agreements with the advertiser.

Accounting

Advertising revenues must be properly reported and accounted for as per any policies, Generally Accepted Accounting Principles, and DPI Audit Guide requirements.

Revised 8/11/21

T.C. 4/14/22

T.C. 8/25/23

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Last Modified by Jennifer Bower on December 17, 2024

ASHWAUBENON COMMUNITY PARTNERSHIP GUIDE



ASHWAUBENON SCHOOL DISTRICT

PREPARED FOR:

Ashwaubenon
Community

PREPARED BY:

Jen Layden



WELCOME



Hi There!

I AM KURT WEYERS, SUPERINTENDENT OF ASHWAUBENON SCHOOL DISTRICT.

The foundation of any vibrant community is its schools. Our young people will be responsible for carrying forward our legacy; therefore, we have a duty to leave a positive, lasting imprint on their impressionable lives. Our District's mission, "Developing lifelong learners, who positively contribute to their communities," is a mission that we value highly, just as we value our community. Collectively, we can keep our community partnerships and mission going, through our collective resolve, energy, and collaboration. By partnering with our community, we can move our students to carry forth our mission and legacy. Please consider partnering with us to support the great work that we are doing in the Ashwaubenon School District.

Let's do this!

KURT WEYERS



SUMMARY OF KEY TERMS

ADVERTISEMENT

Advertisement refers to a paid promotional message or announcement that is typically used to promote a product, service, event, or organization. The primary purpose of advertising is to attract the attention of potential customers and persuade them to take action. Advertisement does not include traditional fundraising activities or outright gifts or other economic benefit for which no quid-pro-quo exists. The use of funds derived from advertisements cannot be directed. Examples: the placement of a written statement or sign, display, logo, etc., on district property; the inclusion of a written statement in district publications, such as district website; and the inclusion of an announcement at public events.

DONATION

A donation is a voluntary contribution of money, goods, or services given by individuals or organizations to support a cause, charity, or nonprofit organization. The primary purpose of a donation is to provide financial assistance or resources to help the recipient achieve its goals or fulfill its mission. The donor may elect to direct their gift for a specific purpose, with the approval of the Board of Education. If the donor allows, the district will thank the donor publicly. Examples: scholarships, equipment or material gifts, lunch debt funds, etc.

SPONSORSHIP

Sponsorship involves a collaborative partnership between a sponsor and the Ashwaubenon School District. This is with the term “naming rights.” In a sponsorship arrangement, the sponsor provides financial support, resources, or services for an extended period of time in exchange for promotional opportunities and exposure to a specific audience. The use of funds derived from sponsorship may not be directed by the partner. Sponsorship agreements may incorporate advertisements, but at their core, sponsorships are a longer-term partnership than advertisements. Examples: stadium scoreboard sponsorship, classroom sponsorship, auditorium sponsorship, etc.

PURPOSE OF THIS GUIDE

The purpose of this guide is to provide information regarding the advertisement, donation, and sponsorship opportunities within the Ashwaubenon School District and the appropriate processes.

CONTACT

If you would like more information or if you have questions, please contact:



JEN LAYDEN

District Communications Coordinator
and Technology Coach

	Email	jlayden@ashwaubenonk12.org
	Phone	920.492.2900 ext 1099
	Website	www.ashwaubenonk12.org

Please note that all documents, email correspondence, etc., related to any proposal or agreement are a public record and could be made available to anyone that may inquire under the State of Wisconsin Open Records Law.
Legal: Wis. Stat. s. 120.13(28).

SPONSORSHIP



WEBSITE SPONSORSHIP

There are multiple options for sponsoring our district website. Your logo would be placed in a designated spot, for all to see when they click on our site.



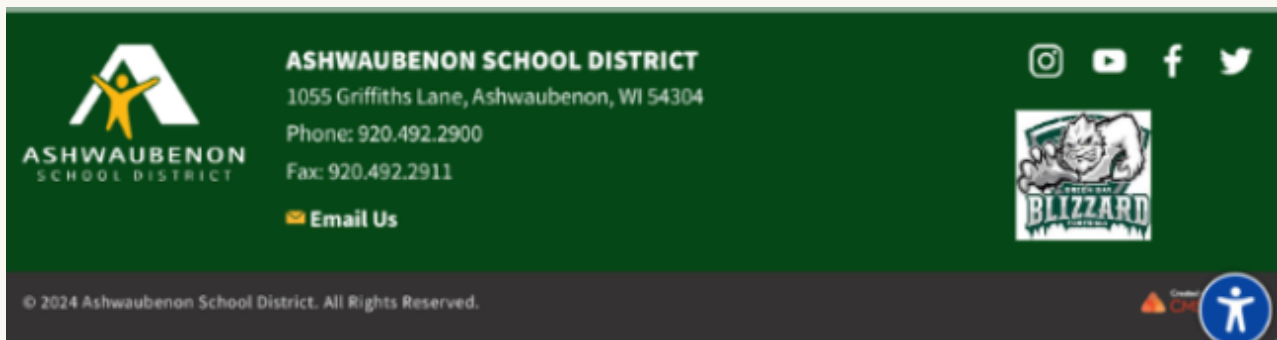
1 YEAR- \$4,000

Your logo will be displayed on our website footer, where it will be seen with every visit to the website.



5 YEAR- \$20,000

Your logo will be displayed on our website footer, where it will be seen with every visit to the website.



SPONSORSHIP



LIBRARY SPONSORSHIP

- Venue named after sponsor
- Signage indicating sponsorship
- Five (5) year agreement with first right of refusal at renewal time
- Any announcements regarding an event at the venue would utilize sponsor's name



HIGH SCHOOL LIBRARY

\$20,000 per year



PARKVIEW LIBRARY

\$15,000 per year



VALLEY VIEW LIBRARY

\$10,000 per year



PIONEER LIBRARY

\$10,000 per year



CORMIER LIBRARY

\$10,000 per year



SPONSORSHIP



CAFETERIA

- Venue named after sponsor
- Signage indicating sponsorship
- Five (5) year agreement with first right of refusal at renewal time
- Any announcements regarding an event at the venue would utilize sponsor's name

✓ **HIGH SCHOOL COMMONS**
\$20,000 per year

✓ **PARKVIEW CAFETERIA**
\$10,000 per year

✓ **VALLEY VIEW CAFETERIA**
\$5,000 per year

✓ **PIONEER CAFETERIA**
\$5,000 per year

✓ **CORMIER CAFETERIA**
\$5,000 per year



SPONSORSHIP



TECH ED INNOVATION CENTER SPONSORSHIP

- Venue named after sponsor
- Signage indicating sponsorship
- Five (5) year agreement with first right of refusal at renewal time
- Any announcements regarding an event at the venue would utilize sponsor's name



HIGH SCHOOL TECH ED-

\$25,000 FOR ALL

OR

INDIVIDUAL CLASSROOMS

- CLASSROOM- \$5,000
- AUTO SHOP- \$10,000
- WELDING LAB- \$5,000
- WOOD SHOP- \$10,000



PARKVIEW TECH ED INNOVATION CENTER

\$15,000



SPONSORSHIP



THE ARTS SPONSORSHIP OPPORTUNITIES

\$10,000 per year for each room

- Venue named after sponsor
- Signage indicating sponsorship
- Five (5) year agreement with first right of refusal at renewal time
- Any announcements regarding an event at the venue would utilize sponsor's name



HIGH SCHOOL MUSIC ROOMS

\$17,000 for the entire music wing

OR

INDIVIDUAL CLASSROOMS

Choir Room \$5,000 per year

Band Room \$10,000 per year



PARKVIEW MUSIC ROOMS

\$10,000 per year per room



HIGH SCHOOL ART ROOMS

\$10,000 per year per room



PARKVIEW ART ROOM

\$10,000 per year



SPONSORSHIP



ATHLETIC AND ACTIVITY CENTERS

Venue named after sponsor

- Five (5) year agreement with first right of refusal at renewal time
- Sponsor logo and name signage on facility
- Any announcements regarding an event at the venue would utilize sponsor's name

✓ **HIGH SCHOOL FOOTBALL FIELD**
SOLD



✓ **HIGH SCHOOL TRACK**
SOLD



✓ **HIGH SCHOOL FIELDHOUSE**
SOLD



✓ **HIGH SCHOOL TRACK GATE**
SOLD

✓ **HIGH SCHOOL SCOREBOARDS**
SOLD



✓ **HIGH SCHOOL CONCESSION STANDS**
\$10,000 each (inside school and football field/track)

✓ **PARKVIEW GYM**
\$20,000





THANK YOU!

Application to Advertisement
Application for Sponsorship
Application for Scholarships

ASHWUABENONK12.ORG



Action Item: 5

Ashwaubenon School Board

Meeting Date:	February 12, 2025
Issue:	Waive of second read and approval of policy updates
Requested By:	Tammy Nicholson
Attachments:	
Financial and/or Staffing Implications:	None at this time
Funding Source:	None at this time
Explanation:	<p><u>Policy 2264 – Nondiscrimination on the Basis of Sex in Education Programs (effective 7-1-24)</u></p> <p>This policy is being rescinded to reflect change in law. On January 9, 2025, a federal district court issued a decision vacating the 2024 Final Rule. Consistent with the court’s order, the 2024 Title IX regulations and these resources are not effective in any jurisdiction</p> <p><u>Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs (policy prior to the implementation of policy 2264)</u></p> <p>The policy is being changed to revert back to the 2020 Title IX regulations in former policy 2266.</p>
Recommendation:	Waive of second read and approve the rescinding of policy 2264 and changes to policy 2266 as presented..



Book	Policy Manual
Section	Board approved 2-12-25
Title	NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2264
Status	
Adopted	July 10, 2024

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

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

~~For purposes of this policy, both Policy 2264—Nondiscrimination on the Basis of Sex in Education Programs or Activities and Policy 2266—Nondiscrimination on the Basis of Sex in Education Programs or Activities are frequently referenced herein and shall only be referred to by the policy number. As identified in Policy 2266, that policy shall be used for allegations of sex discrimination, including Sexual Harassment, that is based on conduct alleged to have occurred prior to August 1, 2024.~~

NONDISCRIMINATION

Overview:

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

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

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

KEY DEFINITIONS

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

Complainant means:

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

~~program or activity at the time of the alleged sex discrimination.~~

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

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

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

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

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

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

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

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

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

Party means: a complainant or respondent.

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

Pregnancy or related conditions means:

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

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

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

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

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

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

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

OR

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

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

OR

- C. Specific offenses.

1. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
2. Dating violence meaning violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. the length of the relationship;
 2. the type of relationship; and
 3. the frequency of interaction between the persons involved in the relationship.
3. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
 - a. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction in which the District is located, or a person similarly situated to a spouse of the victim;

- b. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - c. shares a child in common with the victim; or
 - d. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the applicable jurisdiction.
4. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- a. fear for the person's safety or the safety of others; or
 - b. suffer substantial emotional distress.

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

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

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

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

Parental, Family, or Marital Status

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

Pregnancy or Related Conditions

Students:

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

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

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

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

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

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

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

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

Employees:

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

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

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

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

If an employee has insufficient leave or accrued employment time to qualify for leave under the Board's leave policy, the Board will treat pregnancy or related conditions as a justification for a voluntary leave of absence without pay for a reasonable period of time, at the conclusion of which the employee shall be reinstated to the status held when the leave

~~began or to a comparable position, without decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.~~

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

~~TITLE IX COORDINATOR(S)~~

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

~~Tammy Nicholson
Director of Pupil Services
1055 Griffiths Lane
Green Bay WI 54304
tnicholson@ashwaubenonk12.org
920-492-2905 x1010~~

~~Keith Lucius
Assistant Superintendent of Schools for Student/Staff Resources
1055 Griffiths Lane
Green Bay WI 54304
klucius@ashwaubenonk12.org
920-492-2905 x1005~~

~~The Board designates Tammy Nicholson, Director of Pupil Services as the coordinator who is ultimately responsible for oversight over the Board's compliance with its responsibilities under Title IX.~~

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

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

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

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

~~Notice of Nondiscrimination~~

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

~~GRIEVANCE PROCEDURES~~

~~Overview:~~

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

~~These grievance procedures shall be used for all complaints of sex discrimination, including sex-based harassment, involving conduct alleged to have occurred on or after August 1, 2024. These grievance procedures also may be used, at the discretion of the Title IX Coordinator, to investigate, address, and remedy (as necessary) conduct alleged to have occurred before August 1, 2024, that does not involve sex-based harassment, but some other form of sex discrimination prohibited by Title IX (Statute)—e.g., claims of unequal athletic opportunities, admissions discrimination, discrimination in~~

~~courses or academic programs (i.e., excluding students from certain classes or programs based on their sex), pregnancy discrimination, unequal treatment based on parental, family, or marital status, discrimination in employment (including in hiring, promotion, and compensation), and retaliation. If the Title IX Coordinator elects not to use these grievance procedures to investigate and resolve such claims, the Title IX Coordinator will still need to implement some procedures to assess—in a prompt, effective, and equitable manner—whether Title IX (Statute) was violated, and, if it was, how best to end the sex discrimination in the District’s education program or activity, prevent its recurrence, and remedy its effects.~~

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

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

~~If the conduct giving rise to a report or complaint of sex discrimination is alleged to have occurred both before **and** after August 1, 2024 (i.e., is part of a pattern of sex discrimination), the Title IX Coordinator shall determine, after consulting with the Board’s Legal Counsel, whether to use the grievance procedures contained in this policy or the grievance procedures contained in Policy 2266. The Title IX Coordinator will notify, in writing, the parties of the determination and the rationale for it. Under no circumstances, however, will a party be denied the due process to which the party is entitled based on the U.S. Department of Education issued regulations in effect at the time the conduct alleged to violate Title IX (Statute) took place. Nothing herein shall prevent the Title IX Coordinator from using a hybrid grievance procedure that contains aspects of the grievance procedures contained in both this policy and Policy 2266, so that the parties receive all of the due process to which they are entitled.~~

Complaints:

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

~~A. a “complainant,” which includes:~~

- ~~1. a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or~~
- ~~2. a person other than a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the District’s education program or activity;~~

~~B. a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant;~~

~~C. the District’s Title IX Coordinator.~~

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

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

~~A. any student or employee of the District; or~~

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

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

Basic Requirements:

~~The District will treat complainants and respondents equitably.~~

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

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

In circumstances when the Title IX Coordinator and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons that impair the Title IX Coordinator and other trained administrators from serving as an investigator and/or decision maker in a specific case, the Title IX Coordinator shall, in consultation with the Superintendent secure one (1) or more independent third parties to serve as the investigator and/or decision maker. Similarly, the Title IX Coordinator has authority, in consultation with and approval of the Superintendent to secure an independent third party to serve as the appeal decision maker.

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

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

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

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

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

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

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

- A.** evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or

confidentiality;

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

Notice of Allegations:-

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

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

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

Dismissal of a Complaint:-

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

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

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

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

- A. procedural irregularity that would change the outcome;-

- ~~B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and~~
- ~~C. the Title IX Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.~~

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

- ~~A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;~~
- ~~B. implement appeal procedures equally for the parties;~~
- ~~C. ensure that the appeal decision maker did not take part in an investigation of the allegations or dismissal of the complaint;~~
- ~~D. ensure that the appeal decision maker has been trained consistent with the 2024 Title IX regulations;~~
- ~~E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and~~
- ~~F. notify the parties of the result of the appeal and the rationale for the result.~~

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

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

~~Informal Resolution Process:~~

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

~~Adding Allegations and/or Consolidating Complaints:~~

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

~~Investigation:~~

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

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

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

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

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

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

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

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

Questioning the Parties and Witnesses:

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

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

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

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

Determination of Whether Sex Discrimination Occurred:

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

- A. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. This standard of proof requires the decision maker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decision maker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that sex discrimination occurred, regardless of the quantity of the evidence, the decision maker will not determine that sex discrimination occurred.
- B. Notify the parties, in writing, of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.
- C. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.
- D. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
 - 1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination;

2. coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
 3. take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.
- E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
- F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination of whether sex discrimination occurred.

Appeal of Determinations:

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

A party may appeal a Determination on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the Determination was made; and
- C. the Title IX Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

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

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

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

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

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

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

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

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

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education program or activity or provide support during the Board's grievance procedures or during the informal resolution process. For allegations of sex discrimination other than sex-based harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory conduct for the purpose of providing a supportive measure.

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

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

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

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

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

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

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

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

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

~~Disciplinary Sanctions and Remedies:~~

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

~~For Students~~

~~A. Informal Discipline~~

- ~~1. writing assignments;~~
- ~~2. changing of seating or location;~~
- ~~3. in-school discipline.~~

~~B. Formal Discipline~~

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

~~For Employees~~

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

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

~~With respect to student respondents, the Title IX Coordinator will notify the Superintendent of the recommended remedies (including disciplinary sanctions/consequences), so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5605—Suspension/Expulsion of Students with Disabilities, Policy 5610—Suspension and Expulsion, Policy 5610.01—Alternative Expulsion Hearing Procedure, Policy 5610.02 In-~~

School Discipline, and Policy 5611—Due Process Rights. Discipline of a student respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972 ("Section 504"), and their respective implementing regulations.

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

Retaliation

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

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

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

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

Confidentiality

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

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution and the principles of academic freedom as set forth in any Board policy or employee handbook. In no case will a respondent be found to have committed sex discrimination based on expressive conduct that is protected by the First Amendment and/or the principles of academic freedom specified in any Board policy or employee handbook.

Training

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

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

Recordkeeping

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

- A. for each complaint of sex discrimination, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;

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

Outside Appointments, Dual Appointments, and Delegations

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

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

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

Discretion in Application

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

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

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

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Legal	19.21(6), Wis. Stats.
	120.13, Wis. Stats.
	948.01, Wis. Stats., et. seq.
	20 U.S.C. 1092(F)(6)(A)(v)
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
	20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
	34 C.F.R. Part 106
	34 U.S.C. 12291(a)(8)
	34 U.S.C. 12291(a)(10)
	34 U.S.C. 12291(a)(30)
	42 U.S.C. 1983
	42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	OCR's Revised Sexual Harassment Guidance (2001)



Book	Policy Manual
Section	Board approved 2-12-25
Title	NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	
Adopted	August 12, 2020
Last Revised	July 10, 2024

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

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

Introduction

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

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

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

Coverage

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

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

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the District's education programs or activities. Sexual harassment that occurs outside the geographic boundaries

of the United States is governed by the Student Code of Conduct if committed by a student, or by other applicable Board policies, applicable State and/or Federal laws and/or Employee/Administrator Handbook(s) if committed by a Board employee.

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

Definitions

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

Sexual Harassment: "Sexual Harassment" means conduct on the basis of sex that satisfies one (1) or more of the following:

- A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "*quid pro quo*" harassment);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).
 - 1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent, and the "nonforcible" sex offenses of incest and statutory rape. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.
 - a. *Rape* is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genital or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - b. *Sodomy* is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - c. *Sexual Assault with an Object* is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
 - d. *Fondling* is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - e. *Incest* is nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
 - f. *Statutory Rape* is nonforcible sexual intercourse with a person who is under the statutory age of consent as defined by Wis. Stat. §§ 948.02 or 948.09, or whose status as a student prohibits such sexual contact per 948.095, Wis. Stats..
 - g. *Other Sexual Contact* includes the intentional emission of bodily fluids on the complainant, or at the direction of the Respondent, for the purposes of sexual gratification as defined in Wis. Stat. § 940.225(5)(b).
 - h. *Consent* refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is

not capable of giving consent.

- i. *Incapacitated* refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

- a. A current or former spouse or intimate partner of the victim;
- b. A person with whom the victim shares a child in common;
- c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- d. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
- e. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – 1) fear for the person's safety or the safety of others; or 2) suffer substantial emotional distress.

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

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

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

Actual Knowledge: "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator, or any District official who has authority to institute corrective measures on behalf of the Board, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one (1) who has authority to institute corrective measures on behalf of the District. "Notice" includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator. This standard is not met when the only District official with actual knowledge is the Respondent. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge.

Supportive Measures: "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations), leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), referral to Employee Assistance Program, and other similar measures.

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

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

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

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

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

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

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

Title IX Coordinator(s)

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

Tammy Nicholson
Director of Pupil Services
920-492-2955 x1010
1055 Griffiths Lane
Green Bay WI 54304
tnicholson@ashwaubenonk12.org

Keith Lucius
Assistant Superintendent of Schools for Student/Staff Resources
920-492-2955 x1005
1055 Griffiths Lane
Green Bay WI 54304
klucius@ashwaubenonk12.org

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

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

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

*Tammy Nicholson
Director of Pupil Services
920-492-2955 x1010
1055 Griffiths Lane*

Green Bay WI 54304
tnicholson@ashwaubenonk12.org

Keith Lucius
Assistant Superintendent of Schools for Student/Staff Resources
920-492-2955 x1005
1055 Griffiths Lane
Green Bay WI 54304
klucius@ashwaubenonk12.org

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

The Board has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: www.ashwaubenon.k12.wi.us. The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

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

Grievance Process

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

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

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

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

Report of Sexual Discrimination/Harassment

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

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

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

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

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

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

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

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

When a report of sexual harassment is made, the Title IX Coordinator shall promptly (i.e., within two (2) days) of the Title IX Coordinator's receipt of the report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under eighteen (18) years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

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

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

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

Formal Complaint of Sexual Harassment

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

with the grievance process with respect to that formal complaint.

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

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

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

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

Timeline

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

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

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

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

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

Dismissal of a Formal Complaint

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

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

If one (1) of the preceding circumstances exist, the Title IX Coordinator *shall* dismiss the formal complaint. If the Title IX Coordinator dismisses the formal complaint due to one (1) of the preceding reasons, the District may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

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

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

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

Consolidation of Formal Complaints

The Title IX Coordinator may consolidate formal complaints as to allegations of sexual harassment against more than one (1) Respondent, or by more than one (1) Complainant against one or more Respondents, or by one (1) party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one (1) Complainant or more than one (1) Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

Informal Resolution Process

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

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

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

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

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

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

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

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

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

Investigation of a Formal Complaint of Sexual Harassment

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

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

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

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

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

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.
- C. The District establishes the following restrictions, which apply equally to both parties, regarding the extent to which an advisor may participate in the proceedings.

Limit the advisor from:

- 1. questioning the other party,
- 2. answering questions on behalf of any party, and
- 3. disrupting the investigation process.

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

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

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

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

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

Determination of Responsibility

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

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

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

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

The written determination will include the following content:

- A. Identification of the allegations potentially constituting sexual harassment pursuant to this policy;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of the applicable code of conduct to the facts;
- E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s) and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and
- F. The procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

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

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion, Policy 5610.01 – Alternative Expulsion Hearing Procedure, Policy 5610.02 – In-School Discipline, and Policy 5611 – Due Process Rights. The discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

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

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

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

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

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

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

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

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

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

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

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

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

Appeal

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

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

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

Nothing herein shall prevent the Superintendent (or the Board when the Superintendent is the Respondent) from implementing appropriate remedies, excluding disciplinary sanctions, while the appeal is pending.

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

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

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

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

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

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

Retaliation

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

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

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

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

Confidentiality

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

Application of the First Amendment

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

Training

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

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

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

Recordkeeping

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

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

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

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

Outside Appointments, Dual Appointments, and Delegations

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

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

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

Discretion in Application

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

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

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

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Revised 2/12/25

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Legal	19.21(6), Wis. Stats.
	120.13, Wis. Stats.
	948.01 et. seq., Wis. Stats.
	20 U.S.C. 1092(F)(6)(A)(v)
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
	20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
	34 C.F.R. Part 106
	34 U.S.C. 12291(a)(8)
	34 U.S.C. 12291(a)(10)
	34 U.S.C. 12291(a)(30)
	42 U.S.C. 1983
	42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	OCR's Revised Sexual Harassment Guidance (2001)

