

Shared Key Interests

1. Advance student learning, achievement, and success by keeping it at the heart and as the filter for our decision making.

2. Utilize research-based curricula that reflects 21st Century themes and applications and are responsive to the needs and potential of all students, preparing them for a global society.

3. Provide real-life, diverse learning opportunities with practical applications in the classroom and beyond.

4. Inform and engage the community in shaping educational strategy and formulating responses to change.

5. Attract, retain, and develop a high quality, diverse, creative, and innovative workforce of leaders.

6. Provide safe, secure, flexible, inviting, and well-maintained environments that nurture student well-being and enhance teaching and learning.

7. Identify, integrate, and expand technology to foster adaptability and maximize learning for all.

8. Foster mutually beneficial partnerships and collaborations that expand learning opportunities and resources.

Wausau School District

Board of Education Meeting Agenda

In Compliance with the Wisconsin Open Meeting Law

Public Notice s.19.84 (3)
Exemptions s.19.85

James Bouché, President
Jennifer Paoli, Clerk

A **Education/Operations Committee Meeting** of the BOARD OF EDUCATION will be held in the **Nicholson Board Room, 415 Seymour Street, Wausau, Wisconsin 54403** at **5:00 PM** on **Monday, February 24, 2025**.

- I. Call to Order
- II. Approve the Minutes
- III. EXCELLENCE IN ACTION: John Marshall Elementary
- IV. Public and Student Comment
- V. Five-Year Fiscal Forecast
- VI. AGR Annual Report
- VII. Referendum Video Presentation
- VIII. Recommendation for 2025-2026 Capital Projects (**Action Requested**)
- IX. Title IX Policy Updates (**Action Requested**)
- X. Adjourn

NOTICE POSTED: Wednesday, February 19, 2025, at 1 pm

By: _____

NOTICE SENT TO:

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The Wausau School District does not discriminate on the basis of race, age, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex (including transgender status, change of sex, or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes")

Minutes of REGULAR MEETING

The Board of Education Wausau School District

DRAFT

A Education/Operations Committee Meeting of the Board of Education of the Wausau School District was held Monday, January 27, 2025, beginning at 5:00 PM in the Nicholson Board Room, 415 Seymour Street, Wausau, Wisconsin 54403.

Present: James Bouche; Sarah Brock; Jon Creisher; Pat McKee; Jennifer Paoli; Joanna Reyes via Webex; Jane Rusch; Cory Sillars; Lance Trollop.

I. Call to Order

The meeting was called to order at

II. Approve the Minutes

Sarah Brock moved to approve the minutes of December 16, 2024, seconded by Lance Trollop. The motion carried 9-0.

III. EXCELLENCE IN ACTION: Rib Mountain Elementary

Rib Mountain Principal, Rachel Jean and Rib Mountain students shared a presentation the exciting things happening in their school.

IV. Public and Student Comment

Deb Albee and Sarah Brock made brief comments.

V. Neola Update (Action Requested)

Lance Trollop moved to recommend to the full Board the approval of the proposed changes to the attached policies with the exception of Policies 5310 and 5330, seconded by Jennifer Paoli. The motion carried 9-0.

VI. Recommendation for 2025-26 Capital Projects (Action Requested)

Jon Creisher moved to postpone the Recommendations for 2025-2026 Capital Projects until February 10, 2025, seconded by Jennifer Paoli. The motion carried 9-0.

VII. Legal Expense for 2nd Quarter of 2024-25

Assistant Superintendent Josh Viegut presented a summary report presenting all legal counsel expenses incurred during the second quarter of 2024-2025. The report is broken down by law firm and by type of legal advice sought. This is a written report that requires no action.

VIII. Approve 2025-2026 School Calendar (Action Requested)

This agenda item will be discussed at the February 10, 2025, Regular meeting.

IX. Presentation of Financial Projection Model Assumptions

Josh Viegut shared many of the key variables contributing to the District's multi-year financial projection model. The model represents a baseline using current information, to which adjustments are subsequently made. The projection model uses budget numbers from the 2024-2025 District budget with percentages and/or dollar amounts cast forward, along with adjustments to create this baseline. Once these assumptions are built into the projection model, it will be presented to the Board at a later date.

X. Report Card Presentation

Julie Schell, Director of Elementary Education, shared information around exploration of moving from quarterly to semester grading at the elementary level.

XI. Consolidation Update

Ralph Williams gave a brief update on the planning of the consolidation.

XII. Real Estate Sales (**Possible Action**)

Sarah Brock moved to recommend to the full Board the approval of Administration to move forward with the early stages of selling the vacant buildings. Administration has the choice to use a realtor at its discretion, seconded by Jon Creisher. The motion carried 7-0-1 with Mr. McKee abstaining.

XIII. Adjourn

Cory Sillars moved to adjourn, seconded by Pat McKee. The motion carried at 6:11 pm.

Respectfully Submitted,

Jennifer Paoli,
Board Clerk

JP:cp



MEMO

TO: Education/Operations Committee

FROM: Josh Viegut, Assistant Superintendent of Operations

DATE: February 24, 2025

RE: 5-Year Budget Projection Model

The Board will be presented with a five-year fiscal forecast model for the District. The model is created using a forecasting tool called the Frontline budget projection tool. During the past several months, administration has entered historical fiscal, staffing, and enrollment data as well as future assumptions, previously presented to the Board, that together make up the fiscal forecast model. The projection model will continue to be applied during the next four months to aid in constructing the 2025-26 budget reconciliation plan and ultimately the 2025-26 budget. It is critical to understand that the projections are the result of many variables that independently change periodically. As significant changes to the projections occur, administration will bring them to the attention of the Committee.

Attached to this memo you will find several of the more significant revenue and expense reports including historical as well as projected data. There are also reports reviewing key assumptions that were initially presented to the Board in January 2025. It is important to note that the model becomes less accurate with each subsequent year.



MEMO

TO: Education/Operations Committee of the Whole
 FROM: Josh Viegut, Assistant Superintendent of Operations
 DATE: January 27, 2025
 RE: Financial Projection Model Assumptions

Shared in this document are many of the key variables that contribute to the Frontline multi-year projection model. This is done in an effort to create a baseline using information representative of the current state, to which adjustments are subsequently made. The Frontline model primarily uses budget amounts from the 2024-25 WSD budget with percentages cast forward and adjustments made to create this baseline model. The supporting documents summarize these assumptions. **Updated for 2.24.25.**

FY2025-26 5Cast Revenue and Expenditure Assumptions

EXPENDITURE ASSUMPTIONS

Salary Assumptions

Projected % Salary Increases		FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	Teachers	3.00%	3.00%	3.00%	3.00%	3.00%
<input checked="" type="checkbox"/>	Teachers - Non-Salary Sched. (e.g. Appx. B)	3.00%	3.00%	3.00%	3.00%	3.00%
<input checked="" type="checkbox"/>	Administrators	3.00%	3.00%	3.00%	3.00%	3.00%
<input checked="" type="checkbox"/>	Clerical	3.00%	3.00%	3.00%	3.00%	3.00%
<input checked="" type="checkbox"/>	Custodial	3.00%	3.00%	3.00%	3.00%	3.00%
<input checked="" type="checkbox"/>	Municipal	3.00%	3.00%	3.00%	3.00%	3.00%
<input checked="" type="checkbox"/>	Food Service	3.00%	3.00%	3.00%	3.00%	3.00%

Teachers:		FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	Retirement FTE's per Year	20.0	20.0	20.0	20.0	20.0
<input checked="" type="checkbox"/>	Retiree Salary or Salary Schedule Placement	\$80,593	\$82,409	\$84,243	\$86,095	\$87,966
<input checked="" type="checkbox"/>	Attrition FTE's per Year	45.0	40.0	40.0	40.0	40.0
<input checked="" type="checkbox"/>	Attrition Salary or Salary Schedule Placement	\$54,506	\$55,051	\$55,602	\$56,158	\$56,719
<input checked="" type="checkbox"/>	New Hire Salary or Salary Schedule Placement	\$53,022	\$53,552	\$54,088	\$54,629	\$55,175

Benefit Assumptions

Percent of Payroll Benefits		FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	FICA/Medicare	7.65%	7.65%	7.65%	7.65%	7.65%	7.65%
<input checked="" type="checkbox"/>	WRS - Board	6.80%	6.90%	7.00%	7.10%	7.20%	7.30%
<input checked="" type="checkbox"/>	Life Ins. Obj 230	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
<input checked="" type="checkbox"/>	Disability Ins. Obj 251	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%

		FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	Health Ins. - Percent Increase	5.00%	4.00%	4.00%	4.00%	4.00%
<input checked="" type="checkbox"/>	Dental Ins. - Percent Increase	0.00%	0.00%	0.00%	0.00%	0.00%

*Health insurance changes of 10% will be reflected in premium, contribution, and plan changes

Non-Salary & Benefit Expenditure Assumptions

<input checked="" type="checkbox"/> General Fund 10 Assumptions (% change)	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
300 Purchased Services	0.00%	0.00%	0.00%	0.00%	0.00%
400 Non-Capital Objects	0.00%	0.00%	0.00%	0.00%	0.00%
500 Capital Objects	0.00%	0.00%	0.00%	0.00%	0.00%
600 Debt Service	0.00%	0.00%	0.00%	0.00%	0.00%
900 Other Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%

<input checked="" type="checkbox"/> Utilities Assumptions (Function 2530) (% change)	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
331 Gas for Heat	1.00%	1.00%	1.00%	1.00%	1.00%
336 Electricity Other Than Heat	1.00%	1.00%	1.00%	1.00%	1.00%
337 Water	1.00%	1.00%	1.00%	1.00%	1.00%
338 Sewerage	1.00%	1.00%	1.00%	1.00%	1.00%
339 Other Utilities	1.00%	1.00%	1.00%	1.00%	1.00%

<input checked="" type="checkbox"/> Transportation Assumptions (Function 2560) (% change)	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
341 Contracted Pupil Transportation	10.00%	2.50%	2.50%	2.50%	2.50%
348 Vehicle Fuel	0.00%	2.50%	2.50%	2.50%	2.50%

<input checked="" type="checkbox"/> District Insurance (% change)	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
711 District Liability	0.00%	0.00%	0.00%	0.00%	0.00%
712 District Property	0.00%	0.00%	0.00%	0.00%	0.00%
713 Workers Compensation	0.00%	0.00%	0.00%	0.00%	0.00%
730 Unemployment Compensation	0.00%	0.00%	0.00%	0.00%	0.00%
790 Insurance & Judgements					

<input checked="" type="checkbox"/> Fund 27 Assumptions (% change)	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
300 Purchased Services	0.00%	0.00%	0.00%	0.00%	0.00%
400 Non-Capital Objects	0.00%	0.00%	0.00%	0.00%	0.00%
500 Capital Objects	0.00%	0.00%	0.00%	0.00%	0.00%
600 Debt Service	0.00%	0.00%	0.00%	0.00%	0.00%
900 Other Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%

<input checked="" type="checkbox"/> Fund 50 Assumptions (% change)	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
300 Purchased Services	0.00%	0.00%	0.00%	0.00%	0.00%
400 Non-Capital Objects	2.00%	2.00%	2.00%	2.00%	2.00%
500 Capital Objects	0.00%	0.00%	0.00%	0.00%	0.00%
600 Debt Service	0.00%	0.00%	0.00%	0.00%	0.00%
900 Other Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%

<input checked="" type="checkbox"/> Fund 80 Assumptions (% change)	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
300 Purchased Services	0.00%	0.00%	0.00%	0.00%	0.00%
400 Non-Capital Objects	0.00%	0.00%	0.00%	0.00%	0.00%
500 Capital Objects	0.00%	0.00%	0.00%	0.00%	0.00%
600 Debt Service	0.00%	0.00%	0.00%	0.00%	0.00%
900 Other Expenditures	0.00%	0.00%	0.00%	0.00%	0.00%

Manual Adjustments - Ongoing

Fund	Object	Function	Description	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
10			Open Enrollment Tuition (net expense increase)	2.00%	2.00%	2.00%	2.00%	2.00%
10			Wisc Parental Choice Program Vouchers	10%	0%	0%	0%	0%

REVENUE ASSUMPTIONS

Equalized Value/General State Aid/Revenue Limit

		FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	Oct 15 Equalized Valuation (% change)	2.00%	2.00%	2.00%	2.00%	2.00%
<input checked="" type="checkbox"/>	Oct 15 Exempt Computer (% change)	0.00%	0.00%	0.00%	0.00%	0.00%
<input checked="" type="checkbox"/>	Per Pupil Revenue Limit Increase	\$325	\$325	\$325	\$325	\$325
<input checked="" type="checkbox"/>	Transfer of Service (\$ amount)	\$0	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/>	Per Pupil Categorical Aid Amount Increase	\$0	\$0	\$0	\$0	\$0

Other Revenue Assumptions

		FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	Investment Income (% change)	-10.00%	-10.00%	-10.00%	0.00%	0.00%

Revenue Limit Exemptions

		FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	Energy Efficiency, Debt Service (\$ amount)	\$2,102,620	\$2,104,070	\$0	\$0	\$0
<input checked="" type="checkbox"/>	Energy Efficiency, Utility Savings (\$ amount)	\$31,322	\$32,574	\$0	\$0	\$0

Levy Assumptions

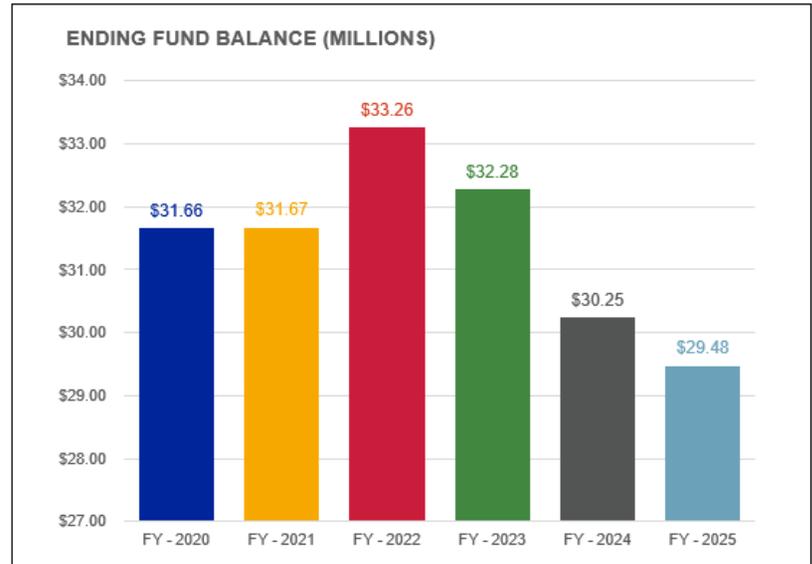
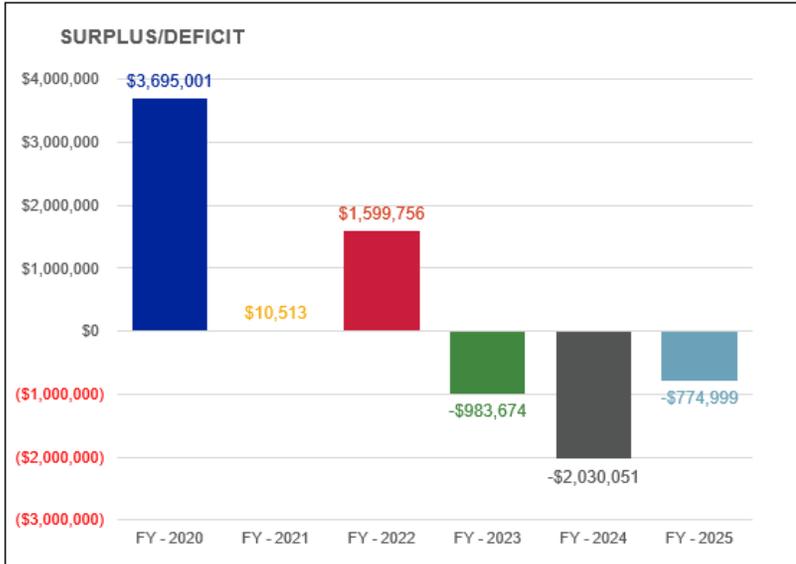
		FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
<input checked="" type="checkbox"/>	Fund 80 Levy (\$ amount)	\$792,200	\$792,200	\$792,200	\$792,200	\$792,200

SPED Aid Reimbursement Percent

		FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
	SPED Aidable Cost Reimbursement % (DPI Req.)	30.00%	33.30%	33.30%	33.30%	33.30%	33.30%

Fund 10 - General Fund - History Summary

	ACTUAL REVENUES & EXPENDITURES								BUDGET		
	FY - 2020	FY - 2021	% Δ	FY - 2022	% Δ	FY - 2023	% Δ	FY - 2024	% Δ	FY - 2025	% Δ
REVENUE											
Local Sources	\$30,434,027	\$31,322,906	2.92%	\$34,134,762	8.98%	\$29,185,515	-14.50%	\$25,515,111	-12.58%	\$20,040,007	-21.46%
State Sources	\$68,262,367	\$68,760,858	0.73%	\$69,466,626	1.03%	\$73,560,135	5.89%	\$79,756,593	8.42%	\$88,951,456	11.53%
Federal Sources	\$2,683,013	\$3,535,631	31.78%	\$6,646,488	87.99%	\$8,640,979	30.01%	\$7,857,601	-9.07%	\$6,656,919	-15.28%
Other	\$2,736,690	\$2,899,436	5.95%	\$4,787,482	65.12%	\$3,455,758	-27.82%	\$3,070,766	-11.14%	\$2,849,407	-7.21%
TOTAL REVENUE	\$104,116,097	\$106,518,831	2.31%	\$115,035,357	8.00%	\$114,842,387	-0.17%	\$116,200,071	1.18%	\$118,497,789	1.98%
EXPENDITURES											
Salary and Benefits	\$67,630,259	\$71,020,803	5.01%	\$74,057,035	4.28%	\$77,841,213	5.11%	\$79,330,184	1.91%	\$80,364,491	1.30%
Other Objects	\$32,790,837	\$35,487,515	8.22%	\$39,378,566	10.96%	\$37,984,848	-3.54%	\$38,899,938	2.41%	\$38,908,296	0.02%
TOTAL EXPENDITURES	\$100,421,096	\$106,508,318	6.06%	\$113,435,601	6.50%	\$115,826,061	2.11%	\$118,230,122	2.08%	\$119,272,788	0.88%
SURPLUS / DEFICIT	\$3,695,001	\$10,513		\$1,599,756		(\$983,674)		(\$2,030,051)		(\$774,999)	
BEGINNING FUND BALANCE	\$27,966,958	\$31,661,959		\$31,672,472		\$33,263,864		\$32,280,189		\$30,250,139	
ENDING FUND BALANCE	\$31,661,959	\$31,672,472		\$33,263,864		\$32,280,189		\$30,250,139		\$29,475,140	
FUND BALANCE AS % OF EXPENDITURES	31.53%	29.74%		29.32%		27.87%		25.59%		24.71%	



Fund 10 - General Fund - Projection Summary

Wausau School District | Base - Work in Progress Updated Board 01-06-25

	BUDGET		REVENUE & EXPENDITURE PROJECTIONS								
	FY - 2025	FY - 2026	% Δ	FY - 2027	% Δ	FY - 2028	% Δ	FY - 2029	% Δ	FY - 2030	% Δ
REVENUE											
Local Sources	\$20,040,007	\$18,736,351	▼ -6.51%	\$18,364,935	▼ -1.98%	\$17,350,343	▼ -5.52%	\$17,108,826	▼ -1.39%	\$17,091,629	▼ -0.10%
State Sources	\$88,951,456	\$90,607,319	▲ 1.86%	\$93,166,733	▲ 2.82%	\$95,558,665	▲ 2.57%	\$98,374,832	▲ 2.95%	\$100,966,679	▲ 2.63%
Federal Sources	\$6,656,919	\$4,542,334	▼ -31.77%	\$4,542,334	0.00%	\$4,542,334	0.00%	\$4,542,334	0.00%	\$4,542,334	0.00%
Other	\$2,849,407	\$2,908,081	▲ 2.06%	\$2,982,040	▲ 2.54%	\$3,056,000	▲ 2.48%	\$3,105,306	▲ 1.61%	\$3,179,265	▲ 2.38%
TOTAL REVENUE	\$118,497,789	\$116,794,085	▼ -1.44%	\$119,056,042	▲ 1.94%	\$120,507,342	▲ 1.22%	\$123,131,298	▲ 2.18%	\$125,779,907	▲ 2.15%
EXPENDITURES											
Salary and Benefits	\$80,364,491	\$82,336,263	▲ 2.45%	\$83,768,942	▲ 1.74%	\$85,698,569	▲ 2.30%	\$87,692,112	▲ 2.33%	\$89,751,716	▲ 2.35%
Other Objects	\$38,908,296	\$38,156,386	▼ -1.93%	\$38,648,286	▲ 1.29%	\$39,145,214	▲ 1.29%	\$39,644,012	▲ 1.27%	\$40,158,999	▲ 1.30%
TOTAL EXPENDITURES	\$119,272,788	\$120,492,648	▲ 1.02%	\$122,417,228	▲ 1.60%	\$124,843,783	▲ 1.98%	\$127,336,124	▲ 2.00%	\$129,910,715	▲ 2.02%
SURPLUS / DEFICIT	(\$774,999)	(\$3,698,563)		(\$3,361,186)		(\$4,336,442)		(\$4,204,826)		(\$4,130,808)	
Change over Previous Year		(\$2,923,564)		\$337,377		(\$975,256)		\$131,616		\$74,018	
BEGINNING FUND BALANCE	\$30,250,139	\$29,475,140		\$25,776,577		\$22,415,391		\$18,078,949		\$13,874,123	
ENDING FUND BALANCE	\$29,475,140	\$25,776,577		\$22,415,391		\$18,078,949		\$13,874,123		\$9,743,315	
FUND BALANCE AS % OF EXPENDITURES	24.71%	21.39%		18.31%		14.48%		10.90%		7.50%	

UPDATED TO REFLECT 10% HEALTH INSURANCE INCREASE

Fund 10 - General Fund - Projection Summary

WAUSAU SCHOOL DISTRICT - WORK IN PROGRESS - UPDATED TO REFLECT 10% HEALTH INSURANCE INCREASE

	BUDGET			REVENUE & EXPENDITURE PROJECTIONS							
	FY - 2025	FY - 2026	% Δ	FY - 2027	% Δ	FY - 2028	% Δ	FY - 2029	% Δ	FY - 2030	% Δ
REVENUE											
Local Sources	\$20,040,007	\$19,803,900	▼ -1.18%	\$19,186,961	▼ -3.12%	\$18,162,367	▼ -5.34%	\$17,892,095	▼ -1.49%	\$17,852,925	▼ -0.22%
State Sources	\$88,951,456	\$89,539,770	▲ 0.66%	\$92,344,707	▲ 3.13%	\$94,746,641	▲ 2.60%	\$97,591,563	▲ 3.00%	\$100,205,383	▲ 2.68%
Federal Sources	\$6,656,919	\$4,542,334	▼ -31.77%	\$4,542,334	0.00%	\$4,542,334	0.00%	\$4,542,334	0.00%	\$4,542,334	0.00%
Other	\$2,849,407	\$2,908,081	▲ 2.06%	\$2,982,040	▲ 2.54%	\$3,056,000	▲ 2.48%	\$3,105,306	▲ 1.61%	\$3,179,265	▲ 2.38%
TOTAL REVENUE	\$118,497,789	\$116,794,085	▼ -1.44%	\$119,056,042	▲ 1.94%	\$120,507,342	▲ 1.22%	\$123,131,298	▲ 2.18%	\$125,779,907	▲ 2.15%
EXPENDITURES											
Salary and Benefits	\$80,364,491	\$82,950,588	▲ 3.22%	\$84,407,840	▲ 1.76%	\$86,363,024	▲ 2.32%	\$88,383,144	▲ 2.34%	\$90,470,390	▲ 2.36%
Other Objects	\$38,908,296	\$38,298,580	▼ -1.57%	\$38,749,880	▲ 1.18%	\$39,250,872	▲ 1.29%	\$39,758,985	▲ 1.29%	\$40,283,680	▲ 1.32%
TOTAL EXPENDITURES	\$119,272,788	\$121,249,168	▲ 1.66%	\$123,157,720	▲ 1.57%	\$125,613,896	▲ 1.99%	\$128,142,129	▲ 2.01%	\$130,754,070	▲ 2.04%
SURPLUS / DEFICIT	(\$774,999)	(\$4,455,083)		(\$4,101,678)		(\$5,106,554)		(\$5,010,831)		(\$4,974,163)	
Change over Previous Year		(\$3,680,084)		\$353,405		(\$1,004,876)		\$95,723		\$36,668	
BEGINNING FUND BALANCE	\$30,250,139	\$29,475,140		\$25,020,057		\$20,918,379		\$15,811,825		\$10,800,994	
ENDING FUND BALANCE	\$29,475,140	\$25,020,057		\$20,918,379		\$15,811,825		\$10,800,994		\$5,826,831	
FUND BALANCE AS % OF EXPENDITURES	24.71%	20.64%		16.99%		12.59%		8.43%		4.46%	

Fund 10 - General Fund - Revenue Analysis

Wausau School District | Base - Work in Progress Updated Board 01-06-25

	BUDGET	REVENUE PROJECTIONS									
	FY - 2025	FY - 2026	% Δ	FY - 2027	% Δ	FY - 2028	% Δ	FY - 2029	% Δ	FY - 2030	% Δ
TRANSFERS	\$0	\$0		\$0		\$0		\$0		\$0	
LOCAL											
Taxes	\$19,210,507	\$17,963,351	▼ -6.49%	\$17,634,685	▼ -1.83%	\$16,658,568	▼ -5.54%	\$16,417,051	▼ -1.45%	\$16,399,854	▼ -0.10%
Other Local Revenue	\$829,500	\$773,000	▼ -6.81%	\$730,250	▼ -5.53%	\$691,775	▼ -5.27%	\$691,775	0.00%	\$691,775	0.00%
TOTAL LOCAL REVENUE	\$20,040,007	\$18,736,351	▼ -6.51%	\$18,364,935	▼ -1.98%	\$17,350,343	▼ -5.52%	\$17,108,826	▼ -1.39%	\$17,091,629	▼ -0.10%
WI INTER-DIST PMTS	\$2,214,407	\$2,273,081	▲ 2.65%	\$2,347,040	▲ 3.25%	\$2,421,000	▲ 3.15%	\$2,470,306	▲ 2.04%	\$2,544,265	▲ 2.99%
OUTSIDE WI INTER-DIST PMTS	\$0	\$0		\$0		\$0		\$0		\$0	
INTERMEDIATE SOURCES	\$35,000	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%
STATE											
Categorical Aid	\$1,007,747	\$1,007,747	0.00%	\$1,007,747	0.00%	\$1,007,747	0.00%	\$1,007,747	0.00%	\$1,007,747	0.00%
Equalization Aid	\$77,977,610	\$80,486,256	▲ 3.22%	\$83,065,704	▲ 3.20%	\$85,457,636	▲ 2.88%	\$88,273,803	▲ 3.30%	\$90,865,650	▲ 2.94%
Other State Revenue	\$9,966,099	\$9,113,316	▼ -8.56%	\$9,093,282	▼ -0.22%	\$9,093,282	0.00%	\$9,093,282	0.00%	\$9,093,282	0.00%
TOTAL STATE REVENUE	\$88,951,456	\$90,607,319	▲ 1.86%	\$93,166,733	▲ 2.82%	\$95,558,665	▲ 2.57%	\$98,374,832	▲ 2.95%	\$100,966,679	▲ 2.63%
TOTAL FEDERAL REVENUE	\$6,656,919	\$4,542,334	▼ -31.77%	\$4,542,334	0.00%	\$4,542,334	0.00%	\$4,542,334	0.00%	\$4,542,334	0.00%
OTHER REVENUE	\$600,000	\$600,000	0.00%	\$600,000	0.00%	\$600,000	0.00%	\$600,000	0.00%	\$600,000	0.00%
TOTAL REVENUE	\$118,497,789	\$116,794,085	▼ -1.44%	\$119,056,042	▲ 1.94%	\$120,507,342	▲ 1.22%	\$123,131,298	▲ 2.18%	\$125,779,907	▲ 2.15%

Fund 10 - General Fund - Expenditures Analysis (by Object)

Wausau School District | Base - Work in Progress Updated Board 01-06-25

	BUDGET			EXPENDITURE PROJECTIONS							
	FY - 2025	FY - 2026	% Δ	FY - 2027	% Δ	FY - 2028	% Δ	FY - 2029	% Δ	FY - 2030	% Δ
SALARY & BENEFIT COSTS											
Salaries	\$57,451,023	\$58,436,244	▲ 1.71%	\$59,145,783	▲ 1.21%	\$60,278,218	▲ 1.91%	\$61,444,645	▲ 1.94%	\$62,646,065	▲ 1.96%
Benefits	\$22,913,469	\$23,900,019	▲ 4.31%	\$24,623,159	▲ 3.03%	\$25,420,352	▲ 3.24%	\$26,247,467	▲ 3.25%	\$27,105,651	▲ 3.27%
SALARIES & BENEFITS TOTAL	\$80,364,491	\$82,336,263	▲ 2.45%	\$83,768,942	▲ 1.74%	\$85,698,569	▲ 2.30%	\$87,692,112	▲ 2.33%	\$89,751,716	▲ 2.35%
OTHER COSTS											
Purchased Services	\$20,561,792	\$19,580,943	▲ -4.77%	\$19,709,581	▲ 0.66%	\$19,838,219	▲ 0.65%	\$19,923,978	▲ 0.43%	\$20,052,616	▲ 0.65%
Non-Capital Objects	\$5,118,443	\$5,081,212	▲ -0.73%	\$5,081,212	▲ 0.00%	\$5,041,212	▲ -0.79%	\$5,041,212	▲ 0.00%	\$5,001,212	▲ -0.79%
Capital Objects	\$377,081	\$377,081	▲ 0.00%	\$377,081	▲ 0.00%	\$377,081	▲ 0.00%	\$377,081	▲ 0.00%	\$377,081	▲ 0.00%
Debt Service	\$245,840	\$245,840	▲ 0.00%	\$245,840	▲ 0.00%	\$245,840	▲ 0.00%	\$245,840	▲ 0.00%	\$245,840	▲ 0.00%
Insurance & Judgement	\$937,703	\$937,703	▲ 0.00%	\$937,703	▲ 0.00%	\$937,703	▲ 0.00%	\$937,703	▲ 0.00%	\$937,703	▲ 0.00%
Transfers	\$11,503,309	\$11,769,478	▲ 2.31%	\$12,132,741	▲ 3.09%	\$12,541,031	▲ 3.37%	\$12,954,070	▲ 3.29%	\$13,380,419	▲ 3.29%
Other Expenditures	\$164,128	\$164,128	▲ 0.00%	\$164,128	▲ 0.00%	\$164,128	▲ 0.00%	\$164,128	▲ 0.00%	\$164,128	▲ 0.00%
OTHER COSTS TOTAL	\$38,908,296	\$38,156,386	▲ -1.93%	\$38,648,286	▲ 1.29%	\$39,145,214	▲ 1.29%	\$39,644,012	▲ 1.27%	\$40,158,999	▲ 1.30%
TOTAL COSTS	\$119,272,788	\$120,492,648	▲ 1.02%	\$122,417,228	▲ 1.60%	\$124,843,783	▲ 1.98%	\$127,336,124	▲ 2.00%	\$129,910,715	▲ 2.02%

Fund 27 - Special Education Fund - History Summary

Wausau School District | Base - Work in Progress Updated Board 01-06-25

	ACTUAL REVENUES & EXPENDITURES								BUDGET		
	FY - 2020	FY - 2021	% Δ	FY - 2022	% Δ	FY - 2023	% Δ	FY - 2024	% Δ	FY - 2025	% Δ
REVENUE											
Operating Transfers-In	\$10,447,064	\$9,854,823	▼ -5.67%	\$10,339,843	▼ 4.92%	\$10,883,132	▼ 5.25%	\$11,407,536	▼ 4.82%	\$11,414,764	0.06%
Inter-District Sources	\$145,233	\$93,657	▼ -35.51%	\$34,879	▼ -62.76%	\$32,462	▼ -6.93%	\$8,959	▼ -72.40%	\$35,000	290.67%
Intermediate Sources	\$0	\$0		\$0		\$0		\$0		\$0	
State Sources	\$3,645,614	\$4,180,839	▲ 14.68%	\$4,287,166	▲ 2.54%	\$4,808,630	▲ 12.16%	\$5,342,952	▲ 11.11%	\$5,649,540	5.74%
Federal Sources	\$1,429,845	\$2,351,255	▲ 64.44%	\$3,106,600	▲ 32.13%	\$3,545,108	▲ 14.12%	\$3,287,924	▼ -7.25%	\$2,588,336	-21.28%
Other Sources	\$0	\$0		\$452		\$26,121	▲ 5681.71%	\$0	▼ -100.00%	\$0	
TOTAL REVENUE	\$15,667,756	\$16,480,574	▲ 5.19%	\$17,768,940	▲ 7.82%	\$19,295,453	▲ 8.59%	\$20,047,371	▲ 3.90%	\$19,687,640	-1.79%
EXPENDITURES											
Salary and Benefits	\$14,103,084	\$15,046,871	▲ 6.69%	\$15,838,296	▲ 5.26%	\$17,413,299	▲ 9.94%	\$17,875,800	▲ 2.66%	\$17,739,988	-0.76%
Other Objects	\$1,564,672	\$1,433,703	▼ -8.37%	\$1,930,193	▲ 34.63%	\$1,882,153	▼ -2.49%	\$2,171,572	▲ 15.38%	\$1,947,652	-10.31%
TOTAL EXPENDITURES	\$15,667,756	\$16,480,573	▲ 5.19%	\$17,768,489	▲ 7.81%	\$19,295,453	▲ 8.59%	\$20,047,371	▲ 3.90%	\$19,687,640	-1.79%
SURPLUS / DEFICIT	\$0	\$0		\$451		\$0		\$0		\$0	
BEGINNING FUND BALANCE	\$0	\$0		\$0		\$0		\$0		\$0	
ENDING FUND BALANCE	\$0	\$0		\$0		\$0		\$0		\$0	

Fund 27 - Special Education Fund - Projection Summary

	BUDGET		REVENUE & EXPENDITURE PROJECTIONS								
	FY - 2025	FY - 2026	% Δ	FY - 2027	% Δ	FY - 2028	% Δ	FY - 2029	% Δ	FY - 2030	% Δ
REVENUE											
Operating Transfers-In	\$11,414,764	\$11,680,933	2.33%	\$12,044,196	3.11%	\$12,452,486	3.39%	\$12,865,525	3.32%	\$13,291,874	3.31%
Inter-District Sources	\$35,000	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%
Intermediate Sources	\$0	\$0		\$0		\$0		\$0		\$0	
State Sources	\$5,649,540	\$5,983,948	5.92%	\$6,170,118	3.11%	\$6,339,494	2.75%	\$6,517,741	2.81%	\$6,701,785	2.82%
Federal Sources	\$2,588,336	\$2,588,336	0.00%	\$2,588,336	0.00%	\$2,588,336	0.00%	\$2,588,336	0.00%	\$2,588,336	0.00%
Other Sources	\$0	\$0		\$0		\$0		\$0		\$0	
TOTAL REVENUE	\$19,687,640	\$20,288,218	3.05%	\$20,837,650	2.71%	\$21,415,315	2.77%	\$22,006,602	2.76%	\$22,616,996	2.77%
EXPENDITURES											
Salary and Benefits	\$17,739,988	\$18,340,566	3.39%	\$18,889,998	3.00%	\$19,467,663	3.06%	\$20,064,039	3.06%	\$20,679,745	3.07%
Other Objects	\$1,947,652	\$1,947,652	0.00%	\$1,947,652	0.00%	\$1,947,652	0.00%	\$1,947,652	0.00%	\$1,947,652	0.00%
TOTAL EXPENDITURES	\$19,687,640	\$20,288,218	3.05%	\$20,837,650	2.71%	\$21,415,315	2.77%	\$22,011,691	2.78%	\$22,627,397	2.80%
SURPLUS / DEFICIT	\$0	\$0		\$0		\$0		(\$5,089)		(\$10,401)	
BEGINNING FUND BALANCE	\$0	\$0		\$0		\$0		\$0		(\$5,089)	
ENDING FUND BALANCE	\$0	\$0		\$0		\$0		(\$5,089)		(\$15,490)	

Fund 27 - Special Education Fund - Revenue Analysis

Wausau School District | Base - Work in Progress Updated Board 01-06-25

	BUDGET	REVENUE PROJECTIONS									
	FY - 2025	FY - 2026	% Δ	FY - 2027	% Δ	FY - 2028	% Δ	FY - 2029	% Δ	FY - 2030	% Δ
OPERATING TRANSFERS IN	\$11,414,764	\$11,680,933	2.33%	\$12,044,196	3.11%	\$12,452,486	3.39%	\$12,865,525	3.32%	\$13,291,874	3.31%
LOCAL SOURCES	\$0	\$0		\$0		\$0		\$0		\$0	
INTER-DISTRICT SOURCES	\$35,000	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%	\$35,000	0.00%
INTERMEDIATE SOURCES	\$0	\$0		\$0		\$0		\$0		\$0	
STATE											
Categorical Aid	\$5,479,540	\$5,813,948	6.10%	\$6,000,118	3.20%	\$6,169,494	2.82%	\$6,347,741	2.89%	\$6,531,785	2.90%
Other State Revenue	\$170,000	\$170,000	0.00%	\$170,000	0.00%	\$170,000	0.00%	\$170,000	0.00%	\$170,000	0.00%
TOTAL STATE REVENUE	\$5,649,540	\$5,983,948	5.92%	\$6,170,118	3.11%	\$6,339,494	2.75%	\$6,517,741	2.81%	\$6,701,785	2.82%
TOTAL FEDERAL REVENUE	\$2,588,336	\$2,588,336	0.00%	\$2,588,336	0.00%	\$2,588,336	0.00%	\$2,588,336	0.00%	\$2,588,336	0.00%
OTHER REVENUE	\$0	\$0		\$0		\$0		\$0		\$0	
TOTAL REVENUE	\$19,687,640	\$20,288,218	3.05%	\$20,837,650	2.71%	\$21,415,315	2.77%	\$22,006,602	2.76%	\$22,616,996	2.77%

Fund 27 - Special Education Fund - Expenditures Analysis

Wausau School District | Base - Work in Progress Updated Board 01-06-25

	BUDGET			EXPENDITURE PROJECTIONS							
	FY - 2025	FY - 2026	% Δ	FY - 2027	% Δ	FY - 2028	% Δ	FY - 2029	% Δ	FY - 2030	% Δ
SALARY & BENEFIT COSTS											
Salaries	\$12,591,753	\$12,963,761	2.95%	\$13,346,929	2.96%	\$13,741,592	2.96%	\$14,148,094	2.96%	\$14,566,792	2.96%
Benefits	\$5,148,235	\$5,376,805	4.44%	\$5,543,070	3.09%	\$5,726,072	3.30%	\$5,915,945	3.32%	\$6,112,953	3.33%
SALARIES & BENEFITS TOTAL	\$17,739,988	\$18,340,566	3.39%	\$18,889,998	3.00%	\$19,467,663	3.06%	\$20,064,039	3.06%	\$20,679,745	3.07%
OTHER COSTS											
Purchased Services	\$1,906,328	\$1,906,328	0.00%	\$1,906,328	0.00%	\$1,906,328	0.00%	\$1,906,328	0.00%	\$1,906,328	0.00%
Non-Capital Objects	\$10,201	\$10,201	0.00%	\$10,201	0.00%	\$10,201	0.00%	\$10,201	0.00%	\$10,201	0.00%
Capital Objects	\$0	\$0		\$0		\$0		\$0		\$0	
Debt Service	\$0	\$0		\$0		\$0		\$0		\$0	
Insurance & Judgement	\$0	\$0		\$0		\$0		\$0		\$0	
Transfers	\$0	\$0		\$0		\$0		\$0		\$0	
Other Expenditures	\$31,123	\$31,123	0.00%	\$31,123	0.00%	\$31,123	0.00%	\$31,123	0.00%	\$31,123	0.00%
OTHER COSTS TOTAL	\$1,947,652	\$1,947,652	0.00%	\$1,947,652	0.00%	\$1,947,652	0.00%	\$1,947,652	0.00%	\$1,947,652	0.00%
TOTAL COSTS	\$19,687,640	\$20,288,218	3.05%	\$20,837,650	2.71%	\$21,415,315	2.77%	\$22,011,691	2.78%	\$22,627,397	2.80%

Achievement Gap Reduction - AGR

Fall Semester Update

Short Cycle Report
February 2025

*Presented by:
Julie Schell, Jon Euting & AGR Principals*



Our Mission ... To advance student learning, achievement, and success.

AGR Program Overview (Achievement Gap Reduction)

Program was established to improve student achievement

- Maintain 18:1 or 30:2 classroom ratios and provide professional learning on small group instruction
 - Instructional coaching for teachers provided by a licensed teacher
 - Each school will create performance objectives for students:
 - Kindergarten - grade 3,
 - Mathematics and Reading, and
 - Identify a specific local assessment used to monitor academic progress
-
- Aimsweb+ Screener: K-5 Fall/Winter/Spring - ELA
 - iReady Diagnostic: 1-5 Fall - Math
K - Number Sense in Fall
K-5 Winter/Spring - Math



What are we attempting to accomplish as a team? (Be proactive)

- Build capacity around responding to data and changes in student need over time.
 - District & Building Administrator Learning and Collaboration to inform Continuous Improvement Planning Process
 - PSP Support Days data facilitated by Literacy Coordinators and Principals
- Professional learning and coaching to support effective pacing and small group differentiated instruction
 - Wit and Wisdom Support
 - K-2 ELA Standards Unpacking and Alignment
 - AVMR Training (Continued in 24-25 school year)
 - In-District Coaching with District Math, Literacy, EL, eMLSS Coordinators, and Tech Integration Specialists
- Professional Learning Communities - Collaboration
 - Inform department and grade level conversations



Description of Assessments

Data Sources:

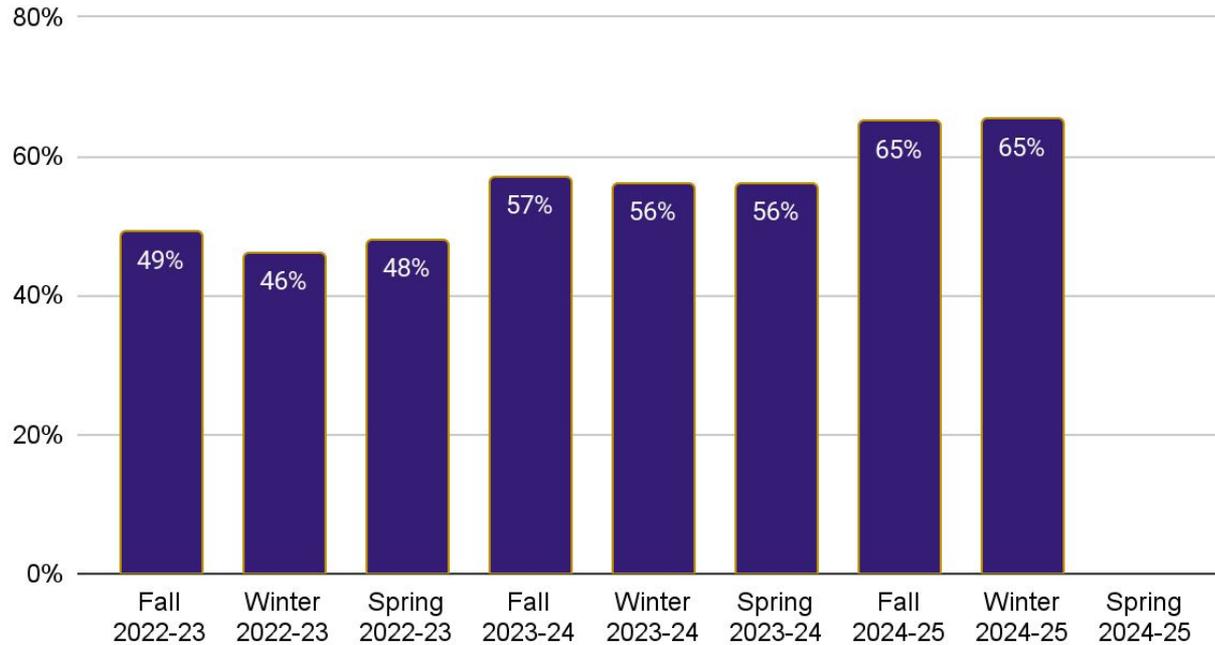
- Starting this year ('24-25) we used **Aimsweb+ Screener - ELA**
 - **Part of Act 20 Legislation in every district in WI in grades 4K-3**
 - Screener will be utilized in K-8 for consistent data collection and outcome analysis moving forward.
- iReady Math Diagnostic - serves as Math Screener in grades K-8
 - Currently analyzing shift to Aimsweb+ Screener in Math in 25-26
- On data slides you will also see our previous ELA Screener iReady Reading
 - Both Assessments provide students progress towards end of the year goals.

K-5 Math Summary

All Buildings

i-Ready Diagnostic Assessment

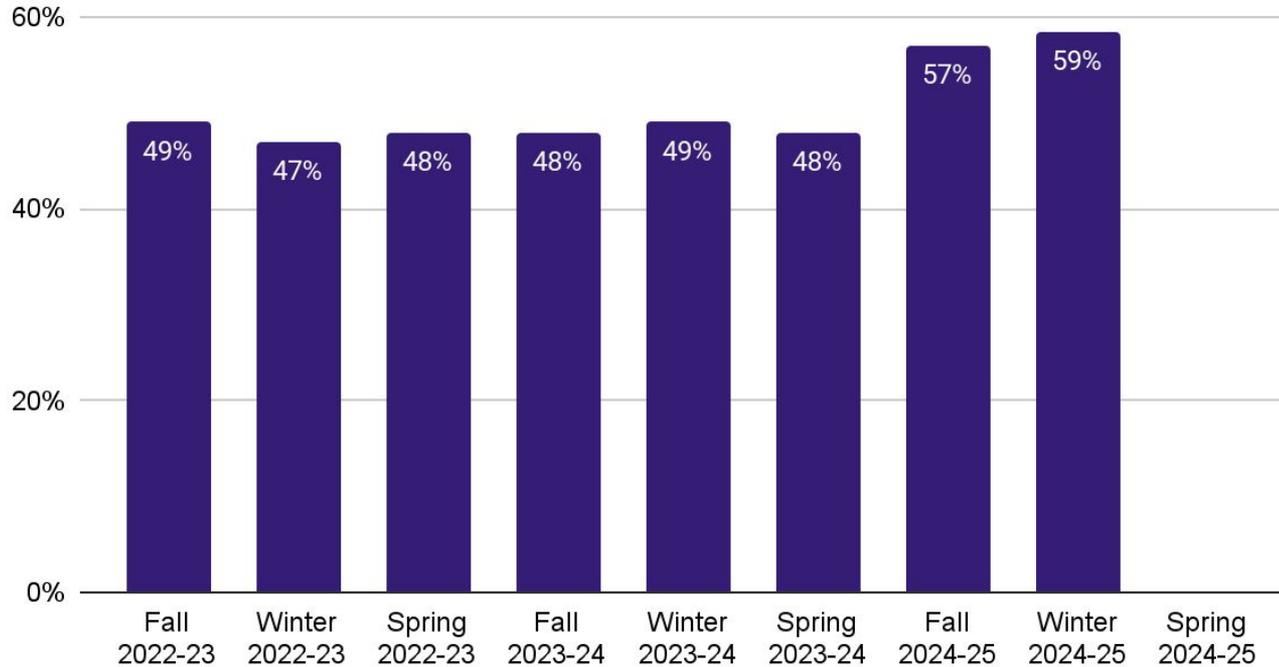
Math



K-5 Math Summary

AGR Buildings

i-Ready Diagnostic Assessment

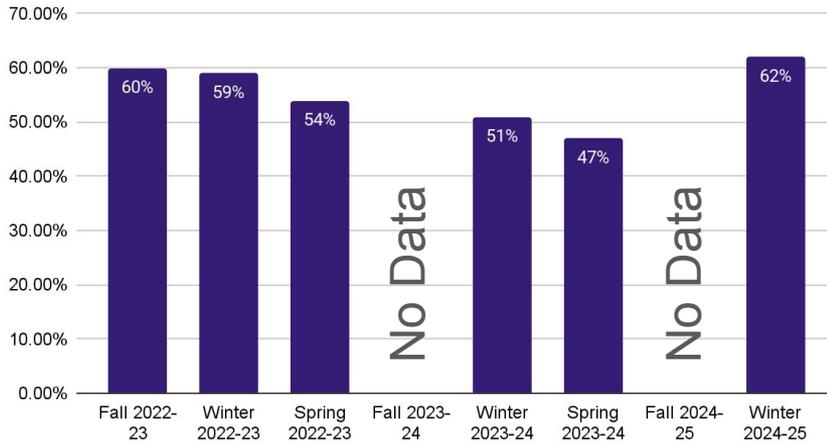


Kindergarten - 2nd Grade

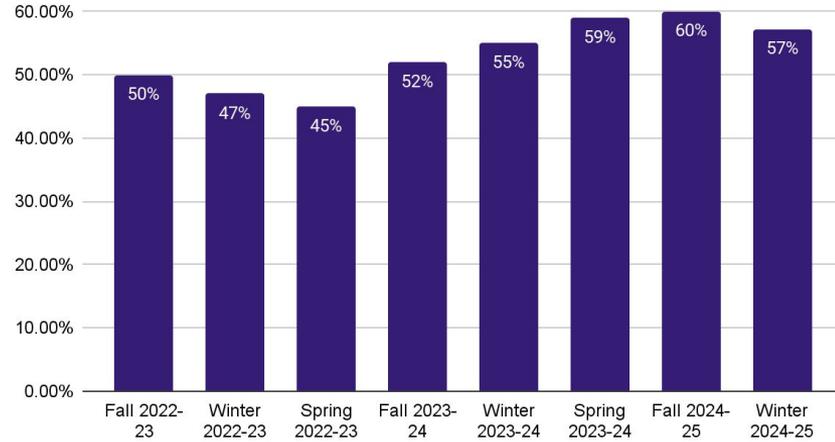
All AGR Schools Combined

i-Ready Math Diagnostic

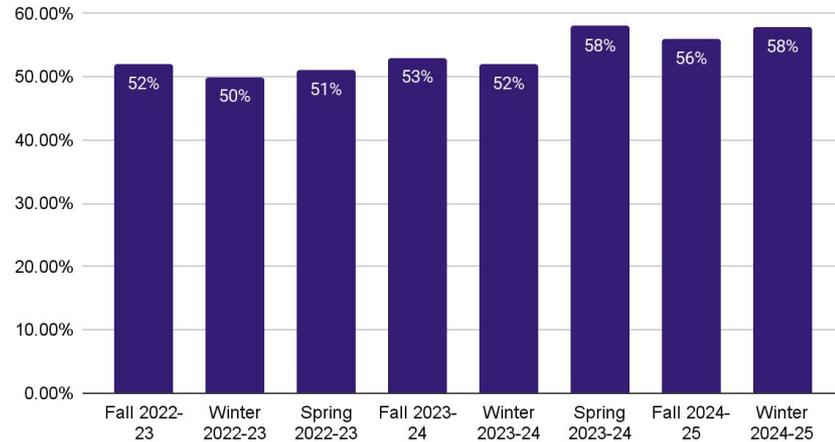
Kindergarten Math



1st Grade Math



2nd Grade Math

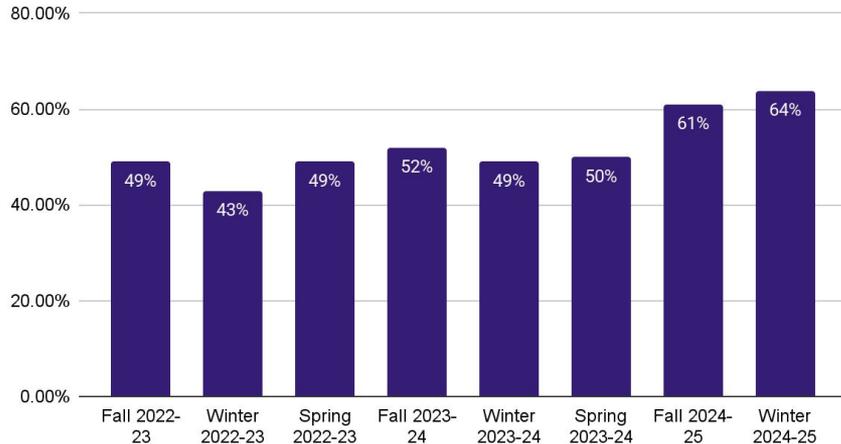


3rd - 5th Grade

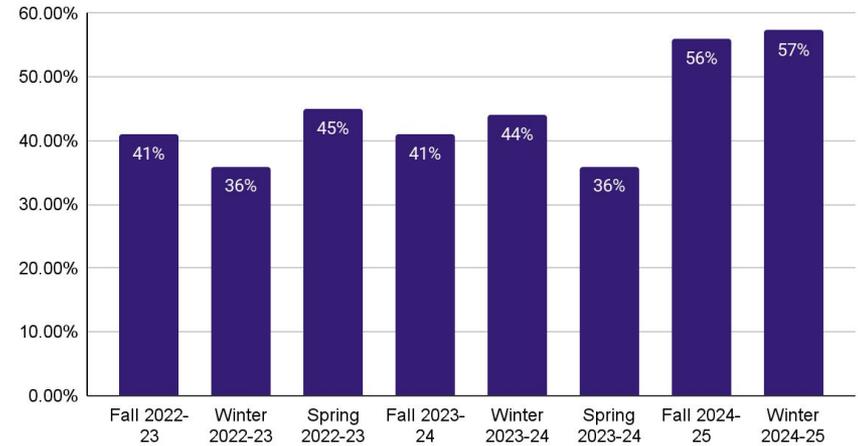
All AGR Schools
Combined

i-Ready Math Diagnostic

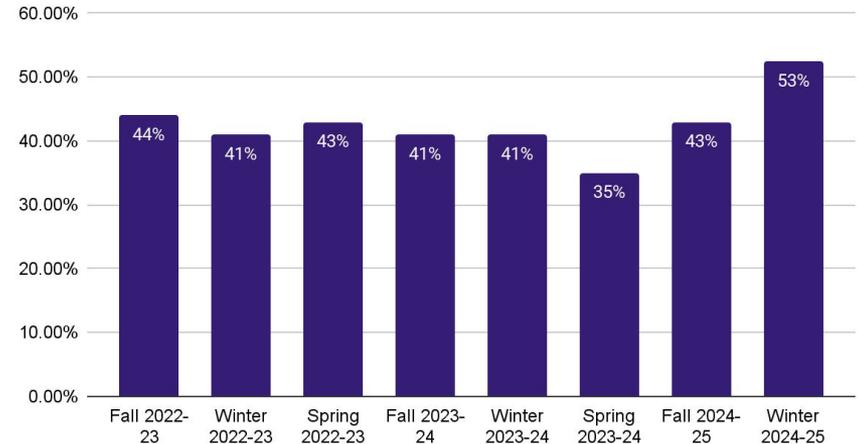
3rd Grade Math



4th Grade Math



5th Grade Math



Aimsweb+ Screeners - Reading Data Walls

Kindergarten: *Early Literacy** (score based on Letter Naming Fluency and Letter Word Sounds Fluency)

1st grade: *Early Literacy* (score based on Oral Reading Fluency) and *Oral Reading Fluency**

2nd & 3rd grade: *Reading Composite* and *Oral Reading Fluency**

4th & 5th grade: *Reading Composite*

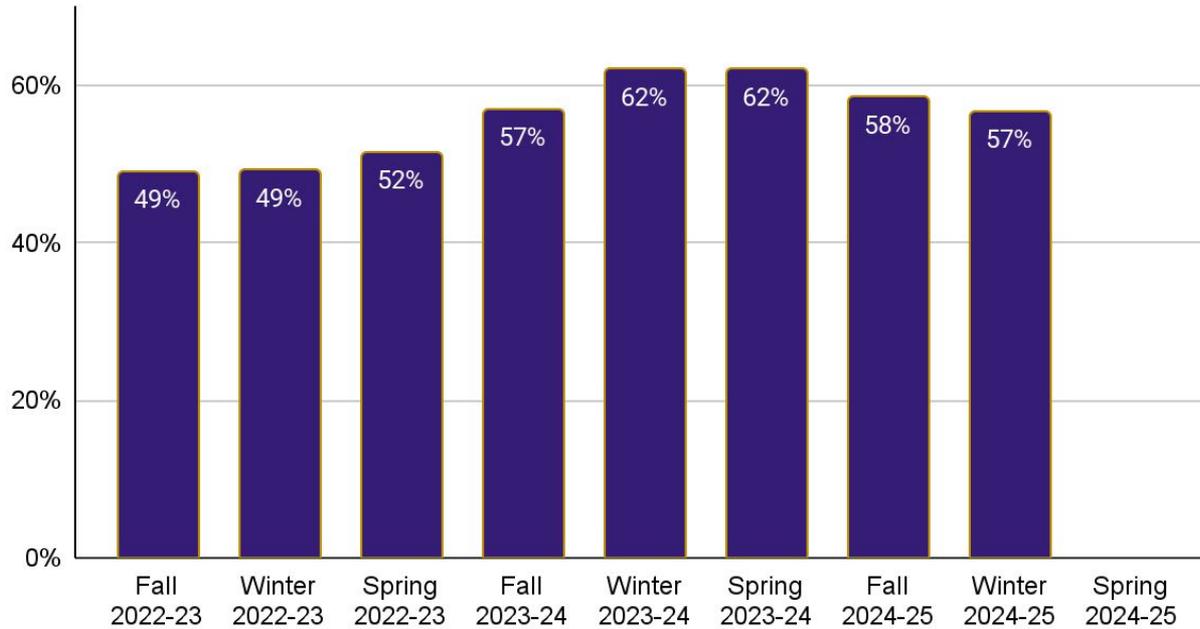
* Assessment identified in Act 20 for kindergarten through 3rd grade as the indicator for further diagnostic testing and a Personal Support Plan for students who score below the 25th percentile

K-5 Reading Summary

All Buildings

Combination of Assessments

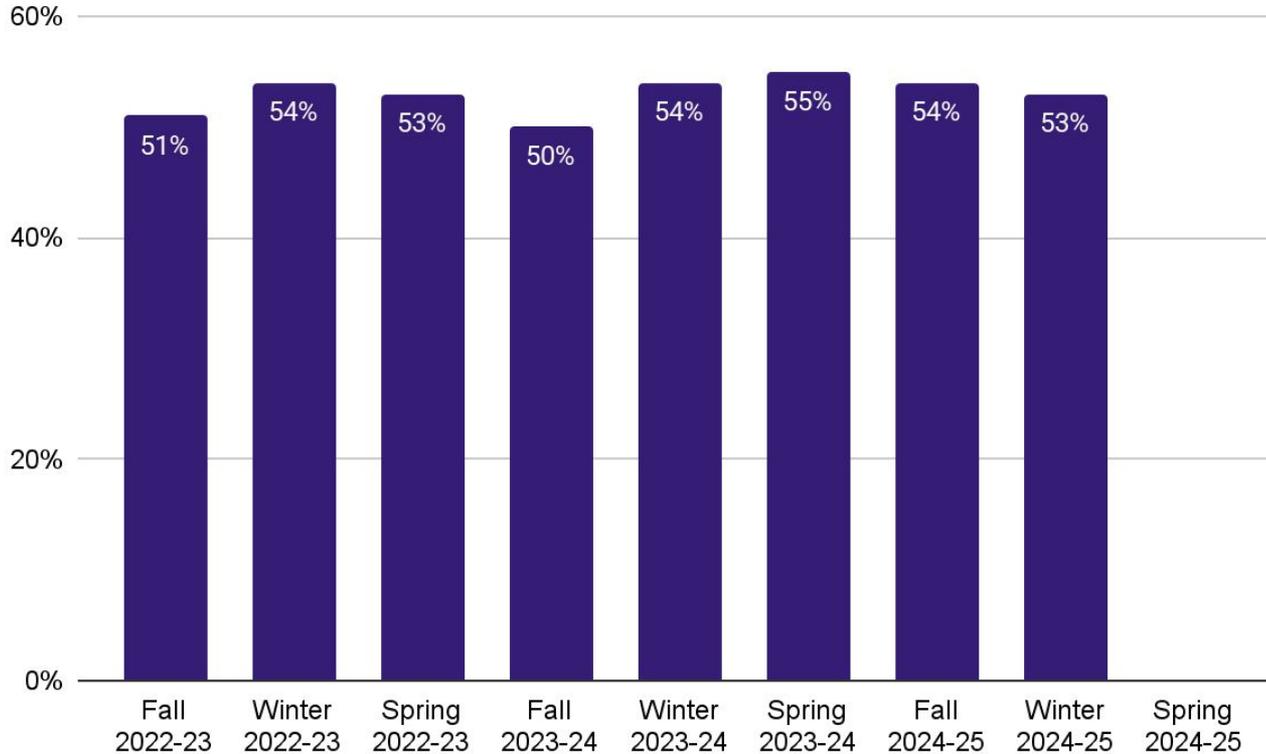
Reading



K-5 Reading Summary

AGR Buildings

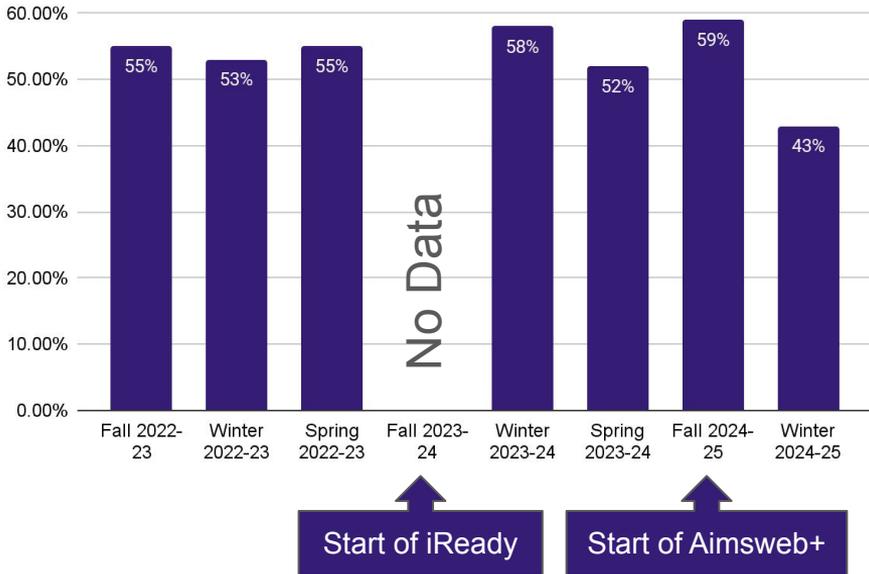
Combination of Assessments



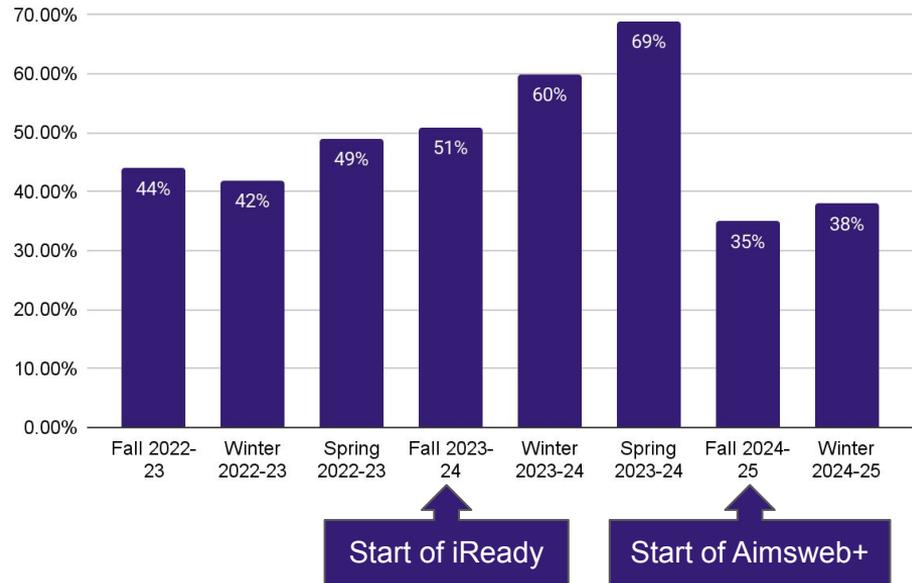
Kindergarten and 1st Grade All AGR Schools Combined

Fall 2022 - Spring 2023: FastBridge - Early Reading English Composite
Fall 2023 - Spring 2024 - iReady Composite
Fall 2024 & on - Aimsweb+ Early Literacy

Kindergarten Reading



1st Grade Reading



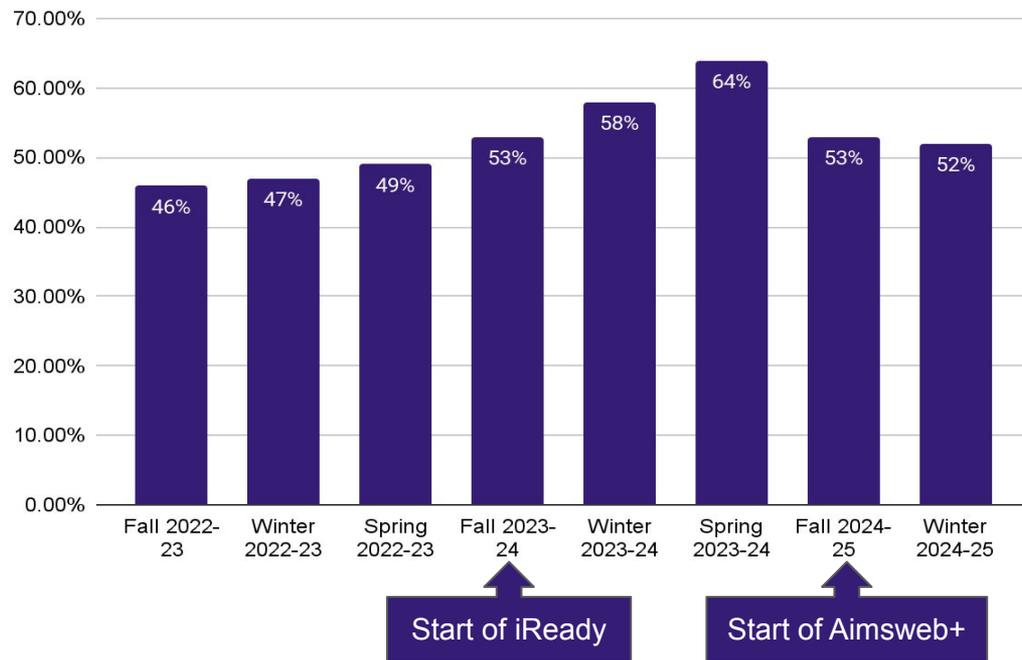
2nd Grade

All AGR Schools Combined

Fall 2022 - Spring 2023: FastBridge - aReading

Fall 2023 - Spring 2024: iReady

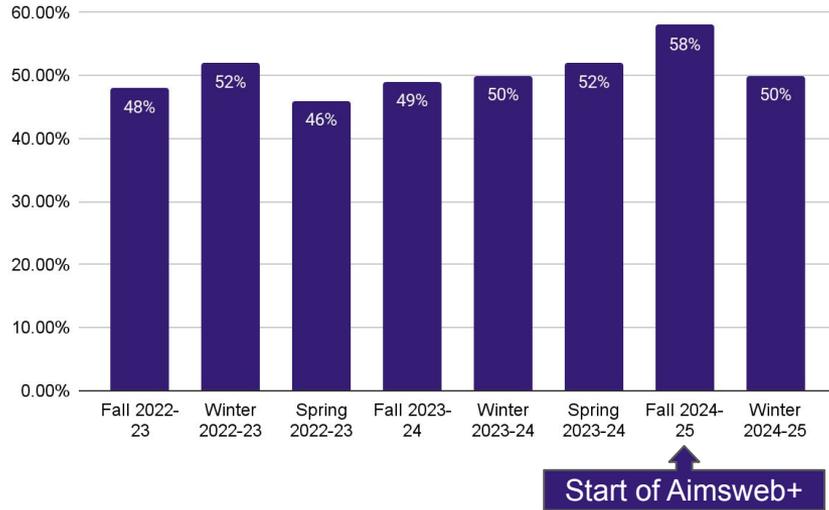
Fall 2024 & on - Aimsweb+ Reading Composite



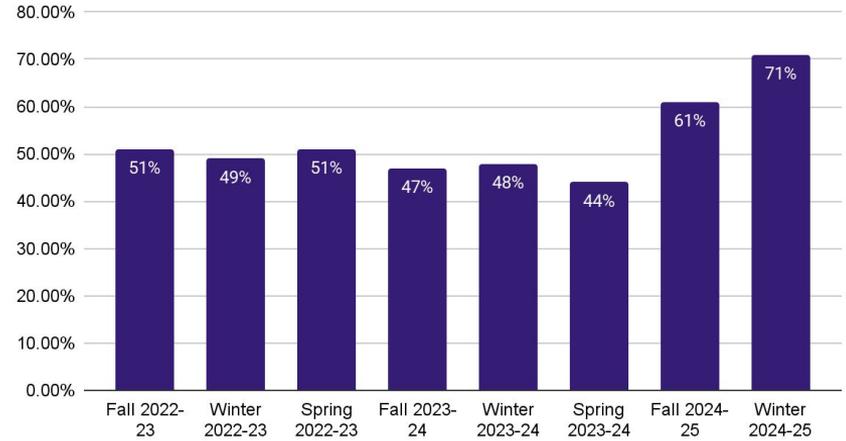
3rd - 5th Grade All AGR Schools Combined

Fall 2022 - Spring 2024: i-Ready
Fall 2024 & ongoing: Aimsweb+
Reading Composite

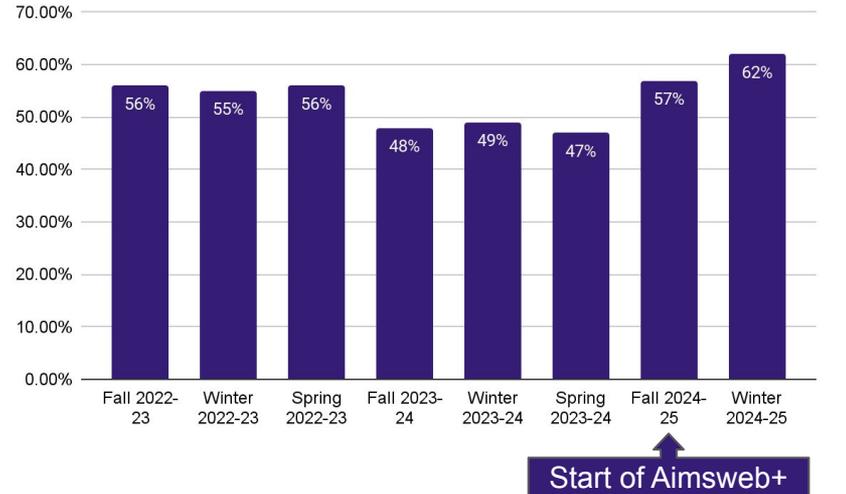
3rd Grade Reading



4th Grade Reading



5th Grade Reading



What are the Next Steps?

- Continue to support adult learning through Professional Development Initiatives
 - ACT 20 - Additional Foundational Training for all K-3 Teachers beginning 24-25
 - Engaging in a process that is identifying strengths in our practices and areas of need to provide continuing professional learning for staff in response to all learners.
- Engage in Adult and Student Goal Setting Capacity Building through LIM
- Continue our work with ELA Standards Based Work
 - Unpacking Standards and building capacity around highly relevant skills and strategies
 - Continued work with ELA Core Resources: Access Points for all learners, performance tasks, assessments and reporting pathways
- Continue work with Math Core Resources and Intervention Supports
 - AVMR, Standards Work
- Enhancing our support of multilingual learners - Newcomer Center/EL Coach



Wausau School District
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Our Mission ... To advance student learning, achievement, and success.

Aimsweb+ Screeners - Reading Graphs

Kindergarten: *Early Literacy** which is a composite score of Letter Naming Fluency (LNF) and Letter Word Sounds Fluency (LWSF) scores

1st grade: *Early Literacy* which uses only the Oral Reading Fluency (ORF)*

2nd - 5th grade: *Reading Composite* which is a composite score of...

- 2nd & 3rd grade: Reading Comprehension, Vocabulary, and Oral Reading Fluency (ORF)*
- 4th & 5th grade: Reading Comprehension, Vocabulary, and Silent Reading Fluency (if invalid requires ORF)

* Assessment identified in Act 20 for kindergarten through 3rd grade as the indicator for further diagnostic testing and a Personal Support Plan for students who score below the 25th percentile

Franklin Screeners

Reading - Aimsweb+

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG Early Literacy	43.5	28	
1st Early Literacy / ORF	27.6/27.6	29/29	
2nd Reading Composite / ORF	55.2/55.2	62.1/44.8	
3rd Reading Composite / ORF	75/28	50/26.7	
4th Reading Composite	67.6	73.0	
5th Reading Composite	45.0	47.6	

Math - iReady

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG i-Ready Math	-	38.0	
1st i-Ready Math	46.6	51.7	
2nd i-Ready Math	51.7	58.6	
3rd i-Ready Math	36.6	50.0	
4th i-Ready Math	53.8	50.0	
5th i-Ready Math	38.1	33.3	

Grant Screeners

Reading - Aimsweb+

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG Early Literacy	36.4	11.8	
1st Early Literacy / ORF	39.3/39.3	39.3/39.3	
2nd Reading Composite / ORF	65.4/53.8	70.4/51.9	
3rd Reading Composite / ORF	-/54.5	57.1/34.3	
4th Reading Composite	77.8	74.2	
5th Reading Composite	58.6	65.6	

Math - iReady

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG i-Ready Math	-	60.6	
1st i-Ready Math	55.5	64.2	
2nd i-Ready Math	53.9	69.3	
3rd i-Ready Math	68.6	80.0	
4th i-Ready Math	64.5	53.2	
5th i-Ready Math	47.2	38.9	

G.D. Jones Screeners

Reading - Aimsweb+

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG Early Literacy	67.6	47.1	
1st Early Literacy / ORF	30.2/30.2	28.9/28.9	
2nd Reading Composite / ORF	45.7/52.2	44.2/36.5	
3rd Reading Composite / ORF	62.5/55	59.1/31.8	
4th Reading Composite	55.1	71.4	
5th Reading Composite	58.5	60.9	

Math - iReady

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG i-Ready Math	-	47.0	
1st i-Ready Math	61.3	39.1	
2nd i-Ready Math	52.2	41.2	
3rd i-Ready Math	63.4	61.4	
4th i-Ready Math	54.0	56.9	
5th i-Ready Math	43.7	44.9	

Hawthorn Hills Screeners

Reading - Aimsweb+

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG Early Literacy	73.7	59.1	
1st Early Literacy / ORF	38.7/38.7	45.2/45.2	
2nd Reading Composite / ORF	51.5/42.4	50/46.9	
3rd Reading Composite / ORF	46.4/33.3	44.1/35.3	
4th Reading Composite	52.4	69.2	
5th Reading Composite	47.8	47.8	

Math - iReady

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG i-Ready Math	-	60.8	
1st i-Ready Math	51.5	45.4	
2nd i-Ready Math	45.4	53.0	
3rd i-Ready Math	73.5	73.6	
4th i-Ready Math	53.9	50.0	
5th i-Ready Math	34.5	41.3	

Lincoln Screeners

Reading - Aimsweb+

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG Early Literacy	55.6	42.9	
1st Early Literacy / ORF	40.7/40.7	39.3/39.3	
2nd Reading Composite / ORF	55.2/55.2	50/26.7	
3rd Reading Composite / ORF	-/56.8	40/24.4	
4th Reading Composite	50.0	53.6	
5th Reading Composite	55.6	63.9	

Math - iReady

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG i-Ready Math	-	71.4	
1st i-Ready Math	67.8	60.7	
2nd i-Ready Math	62.1	65.5	
3rd i-Ready Math	53.3	43.5	
4th i-Ready Math	28.6	50.0	
5th i-Ready Math	56.7	50.0	

Thomas Jefferson Screeners

Reading - Aimsweb+

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG Early Literacy	72.1	64.4	
1st Early Literacy / ORF	35.7/35.7	45.5/45.5	
2nd Reading Composite / ORF	-/58	47.1/51	
3rd Reading Composite / ORF	58/37	48.1/31.5	
4th Reading Composite	62.8	77.8	
5th Reading Composite	66.7	72	

Math - iReady

(Percentage of students at or above benchmark)

	Fall 2024	Winter 2025	Spring 2025
KG i-Ready Math	-	81.8	
1st i-Ready Math	72.1	81.8	
2nd i-Ready Math	60.5	67.3	
3rd i-Ready Math	64.8	74.0	
4th i-Ready Math	75.0	75.6	
5th i-Ready Math	75.5	86.0	

Operational Referendum Roadshow

- February 17:** Wausau Noon Optimists
- February 26:** Referendum Informational Session,
Wausau West High School Auditorium, 5:30 p.m.
- February 26:** Northwest Neighborhood Group Meeting
- March 3:** Longfellow Neighborhood Meeting
- March 10:** Rotary Club of Wausau
- March 10:** Kiwanis Club
- March 11:** Referendum Informational Session
Wausau East High School Library, 5:30 p.m.

*Other stops will be added as they are confirmed. Stay tuned to **wausauschools.org** for more information!*



Wausau School District 3-Year Capital Plan

Fiscal Years 2025, 2026 and 2027

3-Year Capital Projects

- The 3-year plan is an ongoing document developed from various input sources
 - School Representatives
 - Maintenance Personnel
 - Preventative Maintenance Reports
 - Third Party Studies
 - CESA 10
 - Vendors

Franklin Elementary School

1509 North 5th Street
Wausau, Wisconsin 54403

Original Construction 1966

Addition 1991

Addition 1996

57,398 square feet

4.16 acres

Projects Completed

Security system installed	1993
Re-roof one section	1993
Re-roof one section	1994
Asbestos Tile Replacement	1994
Asbestos Tile Replacement	1995
Asbestos Tile Replacement	1996
Playground renovation PTO, civic, district	1996
Parking Lot paved	1998
Entry doors replaced	1998
ADA signs installed	1998
Replace cabinets	2000
Replace cabinets	2001
Renovate main office and health area	2001
Electrical Upgrades	2003
Replace Generator	2004
Elevator Installed	2004
Roof Replacement	2005
Phone Replacement	2005
Site Renovations	2007
Asbestos Tile Replacement 2 nd Floor	2011
Front Entry Remodel for Safety	2012
New windows (RLE)	2015
Re roof one section B (RLE)	2016
Concrete replacement	2018
Misc Carpet replacement	2018
Re-roof (3) sections (RLE)	2019
Exterior door replacement	2019
Misc Carpet replacement	2020
Misc Carpet replacement	2021
Playground pavement replacement	2021
Exterior door replacements	2021
Exterior door replacements	2022
Misc Carpet replacement	2022
Fire Alarm System	2023
Gym Floor Refinish	2023

Challenges

- There were many managing challenges encountered with this past year's budget:
 - CESA 10 Facilities Assessment to verify need
 - Citizens Taskforce recommendations created a pause in planning
 - Consolidation of elementary schools
 - A couple unanticipated equipment failures

School	1-2 Year	3-5 Year	Year	Need	Capital Budget	Deferred	Deductions
Grant	\$ -	\$ -	2025-2026	\$5,430,227	\$ 1,008,400.00	\$ 4,421,827.00	(1)(2)(3)(4)
Marshall	\$ 544,500	\$ 2,999,500	2026-2027	\$5,430,227	\$ 1,008,400.00	\$ 4,421,827.00	(1)(2)(3)(4)
Lincoln	\$ 257,250	\$ 2,688,000	2027-2028	\$6,466,949	\$ 1,008,400.00	\$ 5,458,548.67	(1)(2)(3)(4)
Franklin	\$ 88,900	\$ 2,567,400					
Hawthorn	\$ -	\$ -					
Riverview	\$ 3,748,700	\$ 597,600		(1) Q1 Funding			
Jones	\$ 341,500	\$ 627,800		(2) Possible Increased Budgets			
Jefferson	\$ 700,000	\$ 808,800		(3) Potential Referendum Funding			
Rib	\$ 38,800	\$ 868,950		(4) Utilizing Portions of Operations Budget			
Stettin	\$ 538,500	\$ 399,800					
S Mtn	\$ 233,800	\$ 961,500					
Maine	\$ 139,500	\$ 41,500					
Hewitt-Texas	\$ -	\$ -					
John Muir	\$ 39,000	\$ 1,110,000					
Horace Mann	\$ 451,000	\$ 871,000					
Wausau East	\$ 1,964,004	\$ 2,573,996					
Wausau West	\$ 1,439,000	\$ 1,055,000					
School Forest	\$ 15,000	\$ 78,000					
Longfellow	\$ 138,500	\$ 317,000					
MOB	\$ 127,500	\$ 265,000					
Thom Field	\$ 55,000	\$ 570,000					
Total	\$ 10,860,454	\$ 19,400,846					
Annual Need	\$ 5,430,227	\$ 6,466,949					



Questions?



Wausau School District Three Year Capital Plan

Fiscal Years 2025, 2026 and 2027



Wausau School District Three Year Capital Projects

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Wausau School District Facilities Request Three Year Capital Projects

This document is a combination of projects brought together for the development of a three-year capital projects plan for the Wausau School District. The three-year plan is an ongoing document developed with the input from representatives from each school building and information received from third party studies (CESA 10 and various vendors). Capital replacement maintenance is the application of labor and materials in a systematic method to preserve and extend the useful life of a building and its systems.

The list of projects identified were developed from meetings with building principals at each school. A walk through each individual building is done to review each request or need and priorities are established. This project list is not meant to be a complete list of needs but represents a majority of them.

Price estimates given to projects are based on 1) quoted costs from contractors and vendors; 2) estimates based on recently completed similar projects; and 3) square footage estimates based on construction industry guidelines

The current Buildings and Grounds Capital Projects Budget is \$1,008,400 per year. The current requests exceed the annual projects budget and various projects will need to be delayed, or other funding sources found.

The Future of the Three Year Capital Projects Plan

Areas of Focus

The future plan will focus on specific areas that are compatible with the financial plan. The smaller projects shall become part of the operational repair budget and the larger projects will need to be addressed separately.

A school facility should offer students an environment that gives them an opportunity to learn and grow. School facilities have many elements, that if they are not properly cleaned and maintained, can lead to injuries and illnesses.

The path to good maintenance completion is lined with countless decisions, big and small. Each choice, from the overall budget allotted for the project to the color of the walls, can affect whether the students and staff members who spend their days in the building perceive it as a place that enhances learning or as just another structure filled with desks and chairs.

It is suggested that the priority of projects be based on specific criteria to reflect the District goals.

Priority I: Safety and Health

i.e.: areas that affect students and staff, etc.

Priority II: Mechanical and Structural

i.e.: boilers, HVAC, electrical, telecommunications, roofs, air quality, etc.

Priority III: Energy Related

i.e.: energy management systems, windows, doors, etc.

Priority IV: Building and Site

i.e.: carpet, paint, playgrounds, fences, etc.

Review of the project list needs to be on going. The District plan is an excellent guideline to follow, but needs will arise, and these sometimes must be addressed immediately.

With the task of keeping 20 sites safe and in good repair, extensive planning and review is a must. The implementation of a good preventative maintenance program will allow for identification of possible breakdowns so they can be anticipated in advance. Preplanning will help to keep the capital plan workable.

On the following pages there is a listing of all the District buildings that include the size, year constructed, acreage, and a brief history of completed projects.

Franklin Elementary School
1509 North 5th Street
Wausau, Wisconsin 54403

Original Construction 1966

Addition 1991

Addition 1996

57,398 square feet

4.16 acres

Projects Completed

Security system installed	1993
Re-roof one section	1993
Re-roof one section	1994
Asbestos Tile Replacement	1994
Asbestos Tile Replacement	1995
Asbestos Tile Replacement	1996
Playground renovation PTO, civic, district	1996
Parking Lot paved	1998
Entry doors replaced	1998
ADA signs installed	1998
Replace cabinets	2000
Replace cabinets	2001
Renovate main office and health area	2001
Electrical Upgrades	2003
Replace Generator	2004
Elevator Installed	2004
Roof Replacement	2005
Phone Replacement	2005
Site Renovations	2007
Asbestos Tile Replacement 2 nd Floor	2011
Front Entry Remodel for Safety	2012
New windows (RLE)	2015
Re roof one section B (RLE)	2016
Concrete replacement	2018
Misc Carpet replacement	2018
Re-roof (3) sections (RLE)	2019
Exterior door replacement	2019
Misc Carpet replacement	2020
Misc Carpet replacement	2021
Playground pavement replacement	2021
Exterior door replacements	2021
Exterior door replacements	2022
Misc Carpet replacement	2022
Fire Alarm System	2023
Gym Floor Refinish	2023

G. D. Jones Elementary School

1018 South 12th Avenue
Wausau, Wisconsin 54401

Original Construction 1997

Addition 30,728 sq ft 2016

95,745 square feet

7.30 acres

Projects Completed

Cabinets added in half size rooms	1998
Playground equipment	1999
Playground equipment	2000
Security Cameras	2003
Phone replacement	2005
Upgrade Energy Management Controls	2013
New addition (Referendum)	2016
Water heater replacement (RLE)	2016
Playground relocation / upgrade	2016
Install irrigation (Referendum)	2016
Misc Carpet replacement	2018
Misc Carpet replacement	2019
Exterior door replacement	2019
Playground repaving	2020
Misc door replacement	2020
Misc concrete replacement	2020
Misc concrete replacement	2021
Playground equipment replacement	2021
Misc carpet replacement	2022
Misc carpet replacement	2023
Misc concrete replacement	2023
Front entrance landscaping	2023
Secure Entrance (2022 Referendum)	2024
Chiller Replacement	2025

Grant Elementary School
500 North 4th Avenue
Wausau, Wisconsin 54401

Original Construction 1910

Remodeling 1949

Addition 1953

Remodeling 1987

Addition 2001

53,500 square feet

5 acres

Projects Completed

Security System installed	1992
Asphalt playground hard surface area	1993
Sidewalks around front added	1998
ADA signs installed	1998
Roof replacement	1999
Parking lot	2000
Art Room	2001
Computer Room	2001
Elevator and Gym	2001
Playground Equipment	2001
Replace Flooring	2004
Phone replacement	2005
Cabinet replacement	2005
Replace flooring	2005
Replace boilers	2006
Stack for boilers	2008
Storage shed	2015
Roof replacement	2016
Kitchen remodel	2016
Tuck pointing	2016
Playground renovation/irrigation	2016
Misc carpet replacement	2016
Ceiling replacement	2017
Tuckpointing	2017
Ceiling replacement (4) rooms	2018
Misc Carpet replacement	2018
Misc Carpet replacement	2019
Misc Carpet replacement	2021
Misc door replacement	2021

Hawthorn Hills Elementary School
1600 Kickbusch Street
Wausau, Wisconsin 54403

Original Construction 1987

Addition 1991

Addition 11,638 2016

65,235 square feet

32.48 acres

Projects Completed

Playground soft surface area development	1991
Security System	1992
Retaining wall landscape	1993
Playground drainage	1994
Playground paving	1994
Retaining wall steps replaced	1998
Communication cabling update	1998
ADA signs installed	1998
Corridor Walls	2002
Replace Playground Equipment	2004
Asphalt play area	2005
Corridor Walls	2005
Phones replaced	2005
Corridor walls	2006
Gym Floor Replacement	2009
Site Improvements	2009
Elevator Upgrade to Code	2010
Roof Replacement	2010
Handicap Restroom	2011
Energy Management Control Upgrade	2013
Plumbing isolation	2015
Building addition (Referendum)	2016
Playground renovation (Referendum)	2016
Irrigation (Referendum)	2016
Misc Carpet Replacement	2018
HVAC Upgrade (RLE)	2018
Misc Carpet Replacement	2019
Misc Carpet Replacement	2020
Misc Carpet Replacement	2021
Secure front entrance (2022 Referendum)	2023
Generator Replacement (2022 Referendum)	2023
Misc Carpet Replacement	2023

Hewitt-Texas Elementary School

T10331 Quarry Road
Wausau, Wisconsin 54403

Original Construction 1962

Addition 1985

Remodeling 1990

20,877 square feet

13.4 acres

Projects Completed

The vandalism fire in late 1990 resulted in a complete cosmetic renovation of the building. Included was new carpet, floor tile, ceilings, painting, telephones, communications, etc.

Security System	1992
Underground storage tank removal	1993
Playground paving	1993
Parking lot paving	1994
Playground soft surface area development	1995
Storage building added	1998
Handicap toilet added	1998
ADA signs installed	1998
Roof Replacement	2002
Kitchen Repair	2004
Phones replaced	2005
Asphalt Parking Lot	2009
Fire Alarm Replacement	2010
Handicap Restroom	2011
Gym Floor Replacement	2012
Restroom renovation	2015
Generator	2016
Storage shed replacement	2016
Misc Carpet Replacement	2018
HVAC upgrade (RLE)	2018
Boiler upgrade (RLE)	2018
Gym roof replacement (RLE)	2018
Misc flooring upgrades	2019
Misc Carpet replacement	2020
Misc Carpet replacement	2021
Main drive asphalt repairs	2021
Misc carpet replacement	2023
Mound system replacement	2023

John Marshall Elementary School

1918 Lamont Street

Wausau, Wisconsin 54403

Original Construction 1922

Addition 1930

Addition 1947

Addition 1955

Addition 1990

Renovation 1990

Addition 2000

59,096 square feet

6 acres

Projects Completed

Security system installed	1992
Re-grade re-shape playground	1993
Add soft surface playground area	1994
Renovate old gymnasium	1994
New windows in kindergarten rooms	1995
New roof on 1955 addition	1996
Classroom doors	2005
ADA signs added	1998
Elevator and classrooms	1999
Expand parking lot	2000
Library upgrade	2001
Playground Equipment	2004
Tuckpoint Exterior	2004
Phones replaced	2005
Flooring replaced	2005
Roof replacement	2006
Tuck pointing	2016
Parking addition/bus drop off	2016
Air handler / Chiller replacement (RLE)	2016
Landscaping / playground	2016
Misc Carpet replacement	2018
Air circulation upgrade	2018
Misc Carpet replacement	2019
Exterior door replacement	2019
Re-roof 2 sections (RLE)	2019
Misc Carpet replacement	2020
Misc door replacement	2020
Playground pavement replacement	2020
Misc Carpet replacement	2021
Misc carpet replacement	2022
Roof replacement boiler/storage room	2023
Tuck pointing	2023

Lincoln Elementary School

720 South 6th Avenue
Wausau, Wisconsin 54401

Original Construction 1970

Remodeling 1992

Remodeling 1993

48,698 square feet

4.75 acres

Projects Completed

Renovate play equipment and install HC accessible equipment	1991
Enclose one half of open classroom area	1992
Security system installed	1992
Re-roof one half of building	1992
Remaining open classrooms changed to contained classrooms	1993
Re-roof second half of building	1995
ADA signs added	1998
Air conditioning replaced	1999
Phones replaced	2005
Parent drop-off and parking	2006
Emergency Generator	2008
Fire alarm system	2008
Boiler Replacement	2010
Upgrade Camera System/Energy Management Controls	2013
Upgrade Energy Management Controls	2013
Replace Carpet in Corridors with Tile/Renovate Health Room	2013
Sidewalk replacement and playground renovation	2014
Kitchen remodel	2016
Chiller replacement	2016
Carpet replacement	2017
Misc carpet replacement	2018
Replace perimeter fence	2018
Misc carpet replacement	2019
Reroof school	2020
Misc Carpet replacement	2021
Misc carpet replacement	2022
Exterior door replacement	2023
Misc carpet replacement	2023

Maine Elementary School
5901 North 44th Avenue
Wausau, Wisconsin 54401

Original Construction 1961

Addition 1985

Addition 2000

44,904 square feet
17 acres

Projects Completed

Basketball court and drainage	1991
Security system installation	1992
Front drive and parking lot	1993
North play area and equipment addition	1993
Underground storage tank removal	1994
Water system upgraded	1998
ADA signs added	1998
New well	1999
Replace ceiling and lights in hall	2001
Replace kitchen floor and plumbing	2002
Roof replacement	2002
Site improvements	2002
Parent drop-off	2005
Phones replaced	2005
North parking lot asphalt replacement	2006
Boiler Replacement	2009
Roof Replacement	2010
Gym Floor Replacement	2011
Asphalt Replacement – West Drive	2011
Carpet replace with tile break room	2014
Repaving, sidewalk and storm sewer	2015
Septic system replacement	2016
Re-pave playground	2016
Generator install	2016
Drive reconfiguration	2018
Misc Carpet replacement	2018
Misc Carpet replacement	2019
Misc Carpet replacement	2020
Domestic water line replacement	2021
Storm sewer replacement	2021
Pavement for HC Access	2021
Misc carpet replacement	2022
Septic tank replacement	2022
Exterior door replacement	2022
Misc carpet replacement	2023
Exterior door replacement	2023
Roof repair (roof C)	2023
Roof Replacement (B,C,D,E)	2025

Rib Mountain Elementary School

2701 Robin Lane

Wausau, Wisconsin 54401

Original Construction 1955

Addition 1957

Addition 1959

Addition 1966

Addition 1976

Remodeling 1992

44,187 square feet

10 acres

Projects Completed

Playground and Site Work	1992
Installation of play area (PTO and district)	1992
Security system installed	1992
Close in open Classrooms/Computer Lab	1992
Primary playground added by PTO	1994
ADA signs added	1998
Electrical upgrade	1999
Ventilation	2000
PA system	2000
ADA Restrooms	2002
Renovate Kindergarten Rooms	2002
Front Drive	2003
Replace windows	2004
Freezer	2004
Windows replaced	2005
Phones replaced	2005
Flooring replaced	2005
Roof replacement	2006
Replace windows	2006
C.D. Restroom	2009
Gym Floor Replaced	2011
Roof Replacement	2011
Playground Equipment Replaced	2012
Plumbing renovation	2015
Generator install	2016
Playground upgrades (PTO)	2016
Window and soffit replacement	2016
Misc Carpet replacement	2018
Air Handler upgrade (RLE)	2018
Misc Carpet replacement	2019
Exterior door replacement	2019
Exterior door replacement	2020
Misc Carpet replacement	2020
Misc Carpet replacement	2023
Misc door replacement	2023

Riverview Elementary School

4303 Troy Street
Wausau, Wisconsin 54403

Original Construction	1964
Addition	1996
Addition	1985
Addition	2000
Addition	2016
Addition	2023 (2984 sf)

81163 square feet
10 acres

Projects Completed

Security system installed	1992
Expand IMC	1996
Roof replaced	1998
ADA signs added	1998
Additional parking	1999
PA system	2003
Roof replacement	2003
Windows replaced	2005
Ventilation	2005
Phones replaced	2005
Fire Alarm System	2008
Student Drop-off	2009
Addition (Referendum)	2016
Irrigation (Referendum)	2016
Sidewalk replacement	2016
Turf Renovation	2017
Cafeteria floor upgrade	2018
Misc Carpet replacement	2018
Misc Carpet replacement	2019
Exterior door replacement	2019
Misc Concrete replacement	2020
Misc exterior door replacement	2020
Misc Carpet replacement	2020
Misc Carpet replacement	2021
Misc Carpet replacement	2022
Building Addition (2022 Referendum)	2023
Secure Entrance (2022 Referendum)	2023
Exterior door replacement	2023
Misc carpet replacement	2023

South Mountain Elementary School
5400 Bittersweet Road
Wausau, Wisconsin 54401

Original Construction 1997
Additional 2023 (12303 sf)

60125 square feet
35.9 acres

Projects Completed

School sign installed	1998
Soccer field	1999
Phones replaced	2005
Student Drop-off	2009
CARE room upgrade	2014
Sidewalk replacement	2015
Carpet replacement	2017
Concrete replacement	2018
Misc Carpet replacement	2018
Site drainage	2019
Misc Carpet replacement	2019
Exterior door replacement	2019
Misc Carpet replacement	2020
Misc Carpet replacement	2021
Misc Door replacement	2021
Misc Door replacement	2022
Misc Carpet replacement	2022
Misc Carpet replacement	2023
Misc door replacement	2023
Building Addition (2022 Referendum)	2023
Alarm System Upgrade	2023

Stettin Elementary School

109 N 56th Avenue

Wausau, Wisconsin 54401

Original Construction 2000

Addition 2013

Addition 2023 (9532 sf)

62868 square feet

22.35 acres

Projects Completed

Phones replaced	2005
Ventilation	2005
Playground drainage upgrade	2015
Misc Carpet replacement	2018
Misc Carpet replacement	2019
Misc Carpet replacement	2020
Sidewalk repairs	2021
Building Addition (2022 Referendum)	2023
Secure Entrance (2022 Referendum)	2023
Fire Alarm System (2022 Referendum)	2023
Play ground Equipment	2023

Thomas Jefferson Elementary School
500 West Randolph Street
Wausau, Wisconsin 54401

Original Construction 1956

Addition 1984

Addition 1997

Addition 2016

Addition 27,875

90,971 square feet

9.8 acres

Projects Completed

Remove asbestos from tunnels	1991
Asphalt play area and install new equipment	1992
Security System	1992
Parking lot asphalt	1993
Underground storage tank removal	1993
Playground equipment	1999
Replace boilers	2002
Roof Replacement	2002
Refinish Gym Floor	2004
Parking lot addition	2005
Phones replaced	2005
Renovate Cabinets in Rm 111	2013
Sidewalk Replacement	2014
Boiler Replacement (RLE)	2016
Additional parking (Referendum)	2016
Building addition (Referendum)	2016
Irrigation (Referendum)	2016
Turf Renovation	2017
Misc Carpet replacement	2018
Misc Carpet replacement	2019
Exterior door replacement	2019
Misc Carpet replacement	2020
Misc Carpet replacement	2021
Misc Carpet replacement	2022
Misc Door replacement	2022
Misc Carpet replacement	2023
Misc Door replacement	2023
Concrete replacement	2023

Horace Mann Middle School
1301 North 13th Street
Wausau, Wisconsin 54403

Original Construction 1993
Addition (4907 Sq. Ft.) 2024

212907 square feet
39.20 acres

Projects Completed

Use of Tech. Ed. room for new computer approach	1995
Entrance from 13 th Street upgraded	1998
Roof replacement	2003
Resurface track	2003
Kitchen Serving Line	2004
Replace Roof	2004
Pool filter	2005
Phones replaced	2005
Pool ventilation	2005
Seal parking lot	2005
Refinish gym floor	2006
Repaint Pool Ceiling Structure	2007
Replace running track	2008
Additional Lockers	2008
Roof Replacement	2010
Pool Water Quality Improvement	2010
Locker Room Floors Resurfaced	2011
Replace Asphalt – East Bus Drive	2011
Upgrade Energy Management Controls	2013
Storage shed replacement	2014
Main office tile replacement	2014
New gym dividers	2015
Asphalt replacement	2015
Chiller replacement (RLE)	2016
Special needs room remodel	2016
Retaining wall rebuild	2016
Pool grates/dive platform replacement	2016
Running track seal/stripe	2016
Pool filter replacement	2017
Carpet replacement	2017
Victaulic fitting replacement	2017
Boiler replacement (RLE)	2017
Landscaping / concrete replacement	2018
Misc Carpet replacement	2018
Asphalt repairs	2018
Field house re-roof	2019
Misc Carpet replacement	2019
Exterior door replacement	2019
Exterior door replacement	2020
Misc Carpet replacement	2020
Playground pavement replacement	2020

Gym floor replacement	2020
Spec Ed restroom remodel	2020
Concrete replacement, student entrance	2021
Misc Door replacement	2021
Gym wall reconstruction	2022
Misc Door replacement	2022
Misc Carpet replacement	2022
Fencing	2023
Misc carpet replacement	2023
Recoat Gym Floor	2023
Parking Lot Reconstruction (2022 Referendum)	2024
Fire Alarm System (2022 Referendum)	2024
Montessori Addition (2022 Referendum)	2024
Fitness Center (2022 Referendum)	2024
Secure Entrance and Office Remodel (2022 Referendum)	2024
Track Reconstruction	2024
Montessori Additiona and Remodel	2025

John Muir Middle School
1400 West Stewart Avenue
Wausau, Wisconsin 54401

Original Construction 1962

Addition 1994

Addition 2024 (41,892 SQ. FT.) 2022 Referendum

237742 square feet
30 acres

Projects Completed

ADA signs installed	1998
Tennis courts resurfaced	1998
Rebuild boilers	1999
Blinds	1999
Roof replacement auditorium	2001
Roof replacement	2002
Exit onto Stewart	2002
Pool Filtration	2002
Electrical upgrades	2002
Pool Ventilation	2003
Locker Room Ventilation	2003
Auditorium Seating	2003
Tech Ed Ventilation	2004
Refinish Gym Floor	2004
Replace Roof	2004
ADA Bathrooms	2004
Phones replaced	2005
Elevator to basement	2005
Lockers for swim team	2005
Flooring replaced	2005
Replace Tennis Court Surface	2007
Phase I HVAC	2007
Phase II HVAC	2008
Roof Replacement	2010
Replace Pool Boiler	2009
Pool Water Quality Improvement	2010
Replacement	2012
Roof Replacement	2011
Parking Lot Repairs	2012
Roof Reconstruct Front Entrance for Security	2013
Repurpose Tennis Courts	2013
Storage building	2014
Locker Replacement	2014
North doors replacement	2014
Locker replacement	2015
North wall replacement (RLE)	2015
Running track repair/restripe	2015
Room 118 renovation	2016

Re-roof (storm damage)	2016
Cafeteria face lift (partially Food Service)	2016
Server door replacement (partially Food Service)	2016
Cafeteria floor replacement	2016
Fire alarm system upgrade	2016
Front entrance ceiling replacement	2016
Concrete replacement	2016
Locker replacement	2016
Auditorium renovation	2017
Pool filter replacement	2018
Façade upgrades (RLE)	2018
Locker addition	2018
Façade upgrades (RLE)	2019
Classroom (Art and Science) remodel	2019
Carpet replacement	2019
Gym partition replacement	2020
Exterior door replacement	2020
Misc Carpet replacement	2020
Loading dock pavement	2021
Misc Carpet replacement	2021
Misc Carpet replacement	2022
Misc Door replacement	2022
Mass Communication (21 Referendum)	2023
Boiler Demo (2022 Referendum)	2023
Asbestos removal (2022 Referendum)	2023
Misc. door replacement	2023
Music Room Addition (2022 Referendum)	2024
Office Addition (2022 Referendum)	2024
Fitness Center Addition (2022 Referendum)	2024
Gym Addition (2022 Referendum)	2024
Classroom Addition (2022 Referendum)	2024
Dropoff Reconstruction (2022 Referendum)	2024
Track Reconstruction (2022 Referendum)	2024
Lighting Upgrade (2022 Referendum)	2024
Fire Alarm (2022 Referendum)	2024
Roof Replacement (2022 Referendum)	2024
Fitness Center	2025
Multi-Purpose Gym	2025

Wausau East High School
2607 N 18th Street
Wausau, Wisconsin 54403

Original Construction 2004

Addition 9,402 sq ft 2016

343,402 square feet
114 acres

Projects Completed

Replace Camera System	2009
Replace Gym Lighting	2009
Sidewalk replacement	2014
Bleacher traction units	2014
Repave bus lane	2016
Storage shed addition	2016
Charter school science room upgrade	2016
Baseball diamond renovation	2016
Turf renovation at front	2016
Tech. Ed. addition (Referendum)	2016
Fire suppression in paint booth	2017
Batting cages	2017
Sidewalk replacement	2017
Concrete replacement	2018
Concrete replacement	2019
Chiller loop replacement	2019
Track surface replacement	2020
Exterior door replacement	2020
Misc Carpet replacement	2020
Scholars entrance concrete	2020
Misc pavement replacement	2020
Misc carpet replacement	2021
Varsity dugout replacement	2022
Misc Carpet replacement	2022
Misc Door replacement	2022
Misc Door replacement	2023
Gym Floor Refinish	2023
Multi purpose turf (2022 Referendum)	2023
Baseball and softball field turf (2022 Referendum)	2023
Screen Shop Addition (2022 Referendum)	2024
Office Remodel (2022 Referendum)	2024
Secure Entrance (2022 Referendum)	2024
Fire Alarm System	2024
Dropoff Reconstruction (2022 Referendum)	2024

Wausau West High School
1200 West Wausau Avenue
Wausau, Wisconsin 54401

Original Construction	1970
Addition	1998
Addition	2001
Addition 5,667 sq ft	2016
Addition 25000 sq ft	2023-24 (2022 Referendum)

356,922 square feet
65.65 acres

Projects Completed

Security system installed	1993
Underground storage tank removal	1993
Roof replacement one section	1993
Parking lot re-paving	1994
Roof replacement one section	1994
Roof replacement one section	1995
Parking lot re-paving	1995
Telecommunications upgrade	1996
Portable classrooms added	1998
Air handler replacement	1998
Ventilation	1999
Greenhouse roof replaced	1999
Additional Chiller	2001
Site Development	2002
Replace fire alarm system	2002
Caulk exterior	2003
Remodel Science Rooms	2004
Phone System	2004
Replace Generator	2004
Welding shop remodel	2005
Replace East student parking lot lights	2006
Resurface Tennis Courts	2007
Replace camera system	2008
Replace Weight Room Ventilation	2009
Add Welding Booths	2009
Replace Gym Lighting	2009
Replace Ice Bank	2011
Asbestos Tile Replaced	2011
Roof Replacement	2012
Replace seating Room 315	2012
Roof Replacement	2013
Building Automation Upgrade	2013
Terrazzo restoration	2014
Roof replacement	2014
Repave student lot	2014
Tennis courts	2014

Replace Stage Dimming Controls	2013
Replace roll up curtain and batting cage	2015
First floor student restroom remodel	2015
Boys locker room and corridor renovation	2015
Stage reconstruction	2015
Elevator install	2015
First floor corridor ceiling replacement	2015
Planetarium remodel (grant and capital)	2016
Art room remodel	2016
Curb and sidewalk replacement	2016
Repave parking	2015
Re carpet corridors	2016
Baseball diamond renovation	2016
Batting cages	2017
Greenhouse removal	2017
Carpet replacement	2017
Front Entrance replacement/landscaping	2018
Pavement replacement teacher parking	2018
Misc Carpet replacement	2018
Track renovation	2019
Misc Carpet replacement	2019
Exterior door replacement	2019
Boiler loop repairs	2019
Door hardware replacement	2020
Misc Carpet replacement	2020
Long jump pavement	2020
Exterior door replacement	2020
Pavement and storm sewer north side	2021
Exterior commons door replacement	2021
Misc Carpet replacement	2022
Misc Door replacement	2022
Fieldhouse ceiling painting	2023
Misc door replacement	2023
Baseball and softball turf (2022 Referendum)	2023
Misc carpet replacement	2023
Misc concrete replacement	2023
Air Handler #17 replacement	2023
Retaining Wall Baseball	2023
Library Remodel	2024
Locker Room Remodel	2024
Theater	2024
Front Office	2024
Fitness Center	2025
Storage Facility	2025
Kitchen Remodel	2025

Longfellow Administration Center

415 Seymour Street

Wausau, Wisconsin 54403

Original Construction 1894

Addition 1939

Remodel 1956

Addition 1965

Addition 1990

Remodel 1990

30,028 square feet

3.43 acres

Projects Completed

Security system installed	1992
Heating/cooling system repaired	1998
Replace boilers	2002
Air condition Annex	2002
Fire Alarm System	2004
Phone System	2004
Upgrade Energy Management Controls	2013
Boiler replacement (RLE)	2016
New front entrance doors	2016
Lobby Carpet replacement	2018
Misc Carpet replacement	2019
Misc Carpet replacement	2020
Misc Carpet replacement	2021
Board room A/C	2021
VFD replacement	2023
Bat remediation	2023

Maintenance and Operations Building

650 South 7th Avenue
Wausau, Wisconsin 54401

Original Construction 1913

Addition 1977

Addition 1978

32,567 square feet

.19 acres

Projects Completed

Print Shop moved to MOB	1994
Re-roof one section	1995
Freezer installed	1998
Boiler replaced	1998
Roof replacement	2000
Roof replacement	2003
Phone System	2004
Roof replacement	2008
Key Card Access Upgrade	2010
Computer Use Controls	2010
Facilities Management Program	2012
Upgrade Camera and Access Control Systems	2013
Upgrade various cameras in District	2014
Re-roof (3) sections	2016
Re-key district	2016
IT Offices renovation (RLE and Capital)	2017
Fire alarm systems upgrades (several elem's)	2017
Demo old Life Skills	2017
Roof replacement, Hwy 52	2017
MOB Storage enhancement	2017
Loading dock renovation	2018
Pardee St reconstruction	2018
Salt storage bin	2020
Pavement replacement, Hwy 52	2021
South wall reconstruction	2022
Concrete drain replacement	2023

Thom Field Stadium

**1601 North 10th Street
Wausau, Wisconsin 54403**

Original Construction 1951

**9,979 square feet
15 acres**

Projects Completed

Additional storage building	1995
Field lighting replaced	2000
Bleacher repair	2001
Replace sound system	2002
Bleacher replacement	2003
Boiler Replacement	2004
Bleachers	2004
Accessible bleachers (northside)	2005
Heating system replaced	2005
Officials locker room	2005
Remodel spectator restrooms	2006
Team Locker Room Renovation	2007
Re roof concessions and finish siding	2014
Replace boiler	2014
Old tennis court re-purposing	2015
Network access installation	2015
Recoat entire grandstand	2016
Upgrade drainage	2017
Scoreboard (fund raising)	2018
Re-turf field	2019
External door replacement	2023

Wausau School Forest
2340 County Highway KK
Mosinee, Wisconsin 54455

Original Construction **1945**

Addition **Throughout the 1960's and early 1970's**
Addition **1994**
Remodel **1995**
Addition **2023 (11231 sf) 2022 Referendum**

37673 square feet
511.30 acres

Projects Completed

Re-roof and remodel cabins	1992 –Present
Storage shed maintenance shop addition	1994
Entrance to Bannerman Hall	1995
Additional well	1999
Handicap accessibility	2003
Shingle Roofs	2004
Replace furnace in Bannerman Hall	2006
Replace Shingles on Bannerman Hall	2007
Handicap Restrooms Bannerman Hall	2011
New deck (donation)	2015
Re-side Bannerman Hall	2015
Climbing wall	2016
Toboggan run	2017
Building repairs	2017
Bannerman cafeteria upgrade	2018
Art building re-siding	2018
Cabin re-roofs	2019
Bannerman site drainage	2020
Electric service replacement (Foundation donation)	2020
Back up generator (Foundation donation)	2021
Pavement replacement, Bannerman Hall	2021
Storage building and related work	2021
Bannerman window replacement	2022
Parking Lot Paving	2023
Driveway Paving	2023
ELC Construction (2022 Referendum)	2023
Irrigation Installation	2023
Fire Alarm System Bannerman	2023

School	1-2 Year	3-5 Year	Year	Need	Capital Budget	Deferred	Deductions
Grant	\$ -	\$ -	2025-2026	\$5,430,227	\$ 1,008,400.00	\$ 4,421,827.00	(1)(2)(3)(4)
Marshall	\$ 544,500	\$ 2,999,500	2026-2027	\$5,430,227	\$ 1,008,400.00	\$ 4,421,827.00	(1)(2)(3)(4)
Lincoln	\$ 257,250	\$ 2,688,000	2027-2028	\$6,466,949	\$ 1,008,400.00	\$ 5,458,548.67	(1)(2)(3)(4)
Franklin	\$ 88,900	\$ 2,567,400					
Hawthorn	\$ -	\$ -					
Riverview	\$ 3,748,700	\$ 597,600		(1) Q1 Funding			
Jones	\$ 341,500	\$ 627,800		(2) Possible Increased Budgets			
Jefferson	\$ 700,000	\$ 808,800		(3) Potential Referendum Funding			
Rib	\$ 38,800	\$ 868,950		(4) Utilizing Portions of Operations Budget			
Stettin	\$ 538,500	\$ 399,800					
SMtn	\$ 233,800	\$ 961,500					
Maine	\$ 139,500	\$ 41,500					
Hewitt-Texas	\$ -	\$ -					
John Muir	\$ 39,000	\$ 1,110,000					
Horace Mann	\$ 451,000	\$ 871,000					
Wausau East	\$ 1,964,004	\$ 2,573,996					
Wausau West	\$ 1,439,000	\$ 1,055,000					
School Forest	\$ 15,000	\$ 78,000					
Longfellow	\$ 138,500	\$ 317,000					
MOB	\$ 127,500	\$ 265,000					
Thom Field	\$ 55,000	\$ 570,000					
Total	\$ 10,860,454	\$ 19,400,846					
Annual Need	\$ 5,430,227	\$ 6,466,949					

Book	Policy Manual
Section	Special Update - Title IX - February 2025
Title	Copy of NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2264 Rescind as the pertaining law has been vacated.
Status	
Adopted	July 8, 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 and AG 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 Wausau 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, extracurricular 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.

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 extracurricular activity unless:

- A. the certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- B. the District requires such certification of all students participating in the class, program, or extracurricular 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 extracurricular 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:

Tabatha A Gundrum, Director of Human Resources
415 Seymour St., Wausau, WI 54403
titleIX@wausauschools.org
715-261-0500

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

The Title IX Coordinator shall report directly to the District Administrator except when the District Administrator 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 District Administrator is a party is concluded.

Questions about this policy and Policy 2266 and AG 2264 and AG 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 District Administrator 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 District Administrator 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. See AG 2264 and Form 2264F1—Notice and Statement of Nondiscrimination.

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 and AG 2264, or Policy 2266 and AG 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.

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, which are detailed in AG 2264.

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.

If the Title IX Coordinator does not intend to serve as the investigator and decision maker in a specific case, the Title IX Coordinator shall designate one (1) or more administrators who are appropriately trained to serve in the role. Likewise, the Title IX Coordinator shall appoint an appeal decision maker when an appeal is filed.

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 and approval of the District Administrator 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 District Administrator 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 fifteen (15) 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 forty five (45) 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 District Administrator and will thereafter keep the parties and the District Administrator 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 District Administrator 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 must do so within five (5) days of receiving the Dismissal.

The Title IX Coordinator, or the District Administrator 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, unless the person to whom the privilege is owed has voluntarily waived the privilege.
- 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 See AG 2264;~~
- ~~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.~~

~~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.

~~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, as set forth in AG 2264;~~
 - ~~1. the Title IX Coordinator will designate the District Administrator to be the appeal decision maker, provided the District Administrator 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~~

~~After a party files an appeal, both parties will have five (5) days to submit to the appeal decision maker a statement in support of their position that they want the appeal decision maker to consider in rendering a decision. Once the decision maker receives each parties' statement, or the timeline for submitting such statement expires, the appeal decision maker will have five (5) 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 extracurricular 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 District Administrator 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~~

~~Suspension, expulsion or any other discipline allowed by the student code of conduct, Board policy or state or federal law.~~

~~For Employees~~

~~Suspension, termination or any other discipline allowed by the employee handbook, Board policy or state or federal law.~~

~~The District may also provide remedies, which may include disciplinary sanctions/consequences. The Title IX Coordinator will notify the District Administrator 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 District Administrator 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. In no case will a respondent be found to have committed sex discrimination based on expressive conduct that is protected by the First Amendment.

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 District Administrator 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 District Administrator 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	Special Update - Title IX - February 2025
Title	Copy of 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)
Code	po2266 Revise to align with current law.
Status	
Adopted	November 9, 2020
Last Revised	July 8, 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 and administrative guidelines, 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 and administrative guidelines, 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 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. 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 948.02 or 948.09, Wis. Stats. 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 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:

Tabatha A Gundrum
 Director of Human Resources
 715-261-0521
 415 Seymour Street, Wausau, WI 54403
 tgundrum@wausauschools.org

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

The District Administrator 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 Wausau 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:

*Tabatha A Gundrum
 Director of Human Resources
 715-261-0521
 415 Seymour Street, Wausau, WI 54403
 tgundrum@wausauschools.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: <https://www.boarddocs.com/wi/waus/Board.nsf/Public>. 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 District Administrator 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; Policy 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. 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 District Administrator 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 and/or administrative guidelines, 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 promptly after 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 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 District 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. The Title IX Coordinator will provide the parties with reasonable updates on the status of the grievance process.

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/or 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 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 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 Respondent, or by more than one Complainant against one or more Respondents, or by one 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 Complainant or more than one 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. Whether a person is allowed to audio record or video record any meeting or grievance proceeding will be consistent with the procedures established in Board Policy 2461 – Recording of IEP Team Meetings.

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) days' 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 Title IX Coordinator 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 District Administrator 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 5610.02 – 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. suspension with pay;
- G. suspension without pay;
- H. 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 District Administrator 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 District Administrator is the Respondent, the Title IX Coordinator will notify the Board President 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 District Administrator 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 District Administrator (or the Board when the District Administrator 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 District Administrator 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.

The Complainant(s) may not challenge the ultimate disciplinary sanction/consequence that is imposed.

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 District Administrator (or the Board when the District Administrator 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 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 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 District Administrator 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 District Administrator 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.

T.C. 11/14/22

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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)