

GENERAL ASSURANCES

I. Assurances

The Darlington Community School District provides that no person may be denied admission to any of its schools or be denied participation in, or be denied the benefits of, or be discriminated against in curricular (or methods and materials), extracurricular, pupil services, recreational or any other program or activity on the basis of: color, sex, race, religion, national origin (including limited-English proficiency), ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

This policy does not intend to prohibit provision of special programs or services based on objective standards of individual need or performance to meet the needs of pupils.

Section XI, Federal Program Assurances, of the District Policy Book is incorporated by reference into this section of the District Policy Book.

II. Grievance Procedure

Citizens, employees, and students of the District are hereby notified that the superintendent of schools has been designated as the officer to receive and process all grievances growing out of alleged non-compliance with non-discrimination provisions.

The superintendent can be contacted at the District Office, Darlington Elementary/Middle School, 11630 Center Hill Road, Darlington WI 53530. Phone: 608-776-2006.

Grievance Procedure is as follows.

1. Grievance should be submitted in writing, noting and documenting the alleged violation within thirty (30) calendar days of the alleged violation.
2. Acknowledgement notice of grievance should be sent by certified mail to grievant's last known address to the grievant within forty-five (45) calendar days of submittal of the grievance.
3. Resolution notice of the grievance or notice of established procedure for resolution of the grievance should be given to the grievant with ninety (90) calendar days of receipt of the grievance.
4. Notification to the complainant of the right to appeal to the State Superintendent within thirty (30) calendar days from the date of the District's final decision.
5. Delays in meeting timely obligations noted in (2) and (3) above should be taken up immediately with the full Board of Education at the first regular Board meeting following a failure to meet the timely dates growing out of (2) and (3) above.

III. Public Notice

The District shall annually provide a class 1 public notice of Board Non-Discrimination policy including complaint procedures and the address and officer designated to receive complaints.

IV. Evaluation

The District shall evaluate the status of non-discrimination educational equality at least once every five years.

APPROVED: June 5, 2001

REVISED: February 23, 2023

Note: include statement in handbooks, course selection handbook, and other published materials.

SPECIFIC ASSURANCES

The Darlington Community School District assures that it intends to provide those specific assurances which it is required to provide as such requirements are made known.

Such assurances, adopted to date, are as follows.

A. Title VI Non-Discrimination on the basis of race, color, or national origin.

The Darlington Community School District does not discriminate on the basis of: color, sex, race, religion, national origin (including limited-English proficiency), ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

B. Section 504 Rehabilitation Act and Title II Americans with Disabilities Act of 1990

Adopted by Board Action April 18, 1977

Non-discrimination on the basis of handicapping conditions.

The Darlington Community School District publicly states its intent to comply with Section 504 of the Rehabilitation Act of 1973 to assure non-discrimination on the basis of a handicapping condition.

Part IV of the Act (May 4, 1977 Federal Register) is herein incorporated by reference.

C. Student Records

Notice of Rights Concerning Student Records

Pursuant to the provisions of the Family Education Rights and Privacy Act of 1974, the School District of Darlington is required to give annual notice to parents and adult students of their rights regarding student records.

The School Board has adopted a policy to insure the confidentiality of student records. A copy of this policy is available from the office of the Superintendent at Darlington Elementary/Middle School (776-2006).

If you believe that the District is not complying with the federal student's record laws, you may file a complaint at the office of the superintendent. See Article III, Section IX.

D. Title I

The Darlington Community School District recognizes the importance of parent involvement in the Title I program and therefore will establish meetings to provide appropriate opportunities for parents to become involved in the design and implementation of Title I projects in these kinds of ways.

1. Notifying the child's parents that their child has been selected for Title I program and why the child was selected.
2. Sharing the child's individual education program with the parents.
3. Reporting of the child's progress using an appropriate method.
4. Establishing parent/teacher conferences.
5. Providing materials/promoting parent help at home for student help.
6. Providing timely information concerning Title I activities.
7. Promoting parent suggestions in planning, developing, and operation of the program.
8. Consulting with parents about how the school can work with parents to achieve program objectives.
9. Consider and respond to parent recommendations.
10. Establish parent advisory councils.

Revised: December 15, 2009

Revised: February 7, 2022

Revised: February 23, 2023

TITLE IX: SEXUAL HARASSMENT EMPLOYEES

Title IX of the Education Amendments of 1972 and its implementing regulations in 34 C.F.R. Part 106 (collectively “Title IX”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and the Wisconsin Fair Employment Act (Wis. Stat. §§111.31-111.395), all protect employees from discrimination, including harassment, on the basis of sex. The Darlington Community School District (“District”) does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the District’s education programs and activities extends to employment. Inquiries about the application of Title IX may be referred to the Title IX Coordinator or the Assistant Secretary for Civil Rights of the United States Department of Education, or both. Contact information for the Title IX Coordinator is provided below.

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

Sexual harassment against students under Title IX is addressed in other board policies.

I. Definition of Sexual Harassment under Title IX

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

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

II. Notice of Sexual Harassment under Title IX

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

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment under Title IX to (1) the District’s Title IX Coordinator; (2) any official of the District who has authority to institute corrective measures on behalf of the District; or (3) any employee of the District.

“Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the individual who has been reported to be

the perpetrator of conduct that could constitute sexual harassment under Title IX and the context in which the sexual harassment occurred.

III. Identification of Title IX Coordinators

The High School Principal is designated as the “Title IX Coordinator” and authorized by the District to coordinate its efforts to comply with Title IX and this Policy. The principal may designate these duties to others as appropriate depending on the specific circumstances of an incident. The contact information for the Title IX Coordinators is as follows:

Darlington Community School District
Attn: Mitch Austin
11630 Center Hill Road
Darlington, WI 53530
(608) 776-2006
austinm@darlington.k12.wi.us

IV. Reporting Sexual Harassment under Title IX

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

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

V. Response to Report of Sexual Harassment under Title IX

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

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

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, while protecting the safety of all parties and the District’s educational environment; and deterring sexual harassment.

Supportive measures may include counseling, modifications of work schedules, mutual restrictions

on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school property, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

VI. Administrative Leave

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

VII. Formal Complaint

A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator, alleging sexual harassment against a respondent and requesting the District investigate the allegation of sexual harassment. At the time a formal complaint is filed (either by the complainant or the Title IX Coordinator), the named complainant must be an employee of the District.

A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, by using the contact information for the Title IX Coordinator, or by any additional method designated by the District. A document filed by a complainant means a document or electronic submission that contains the complainant's physical or digital signature or otherwise indicates that the complainant is the person filing the formal complaint. If the District receives a formal complaint, the District must follow the grievance process below.

VIII. Grievance Process

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

A. Written Notice

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

The written notice shall include:

1. Notice of the District's grievance process, including any informal resolution process;
2. Notice of the allegations potentially constituting sexual harassment, including sufficient details known at the time of the notice (identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;

4. A statement that the parties may request to inspect and review evidence that is directly related to the allegations raised in the formal complaint;
5. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney; and
6. Notice to the parties of any provision in the District's board policies, employee handbook, or code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

B. Dismissal of Formal Complaint

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

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

C. Consolidation

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

D. Informal Resolution

Following the filing of a formal complaint, and at any time prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, including mediation, which does not involve a full investigation and adjudication. The District shall not require as a condition of employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment under Title IX. The District shall not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed.

Before conducting any informal resolution process, the District will provide to the parties a written notice disclosing: (1) the allegations; (2) the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, if any; (3) that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the formal complaint process; and, (4) any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared and whether the facilitator of the informal resolution process may be a witness in any subsequent formal complaint process. The District will obtain the parties' voluntary written consent to the informal resolution process. Any such informal resolution process shall be resolved within thirty (30) days of the written notice described in this paragraph, unless additional time is needed as determined by the District.

E. Investigation of Formal Complaint

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

During the investigation, the District shall:

1. Not restrict the ability of either party to gather and present relevant evidence, or to discuss the allegations under investigation;
2. Provide equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence;
3. Provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
4. Provide to the party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
5. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, as well as inculpatory and exculpatory evidence, whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation;

6. Prior to completion of the investigative report, send to each party and the party's advisor, if any, the evidence subject to inspection and review, in an electronic format or a hard copy, and the parties shall have at least ten (10) days to submit a written response, which the investigator will consider prior to completion of the investigative report;
7. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response; and,
8. 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.

F. Determination Regarding Responsibility

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

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

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent. The decision-maker must explain to the party proposing the questions any decision to exclude questions as not relevant.

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

G. Decision-maker's Written Determination

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

1. Identification of the allegation(s) potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the District's policies, employee handbook provisions and/or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve access to the District's education program or activity will be provided by the District to the complainant; and,
6. The District's procedures and permissible bases for the complainant and respondent to appeal.

The District will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

H. Possible Sanctions and Remedies

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

I. Supportive Measures

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

J. Appeal

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

The District shall offer both parties an appeal from a determination regarding responsibility or from a dismissal of a formal complaint. An appeal must be filed within ten (10) days of issuance of the written determination on responsibility or dismissal of a formal complaint and may be based upon any of the following:

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

As to all appeals, the District shall:

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

K. Timeframe for Determination

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

IX. Retaliation Prohibited

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

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

Complaints alleging retaliation may be filed according to the complaint procedures for sexual harassment under this Policy.

X. Confidentiality

The District shall keep confidential the identity of any person who has made a report or

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

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

XI. Recordkeeping

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

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

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

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

XII. Training

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

The District shall ensure decision-makers receive training on issues of relevance of questions and evidence, including questions and evidence about a complainant’s prior

sexual behavior. The District shall also ensure investigators receive training on how to create an investigative report that fairly summarizes relevant evidence.

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

XIII. Harassment under Other Laws

Other state and federal laws prohibit harassment of employees on the basis of sex, including Title VII and the Wisconsin Fair Employment Act. Employees may bring complaints of such harassment to the Title IX Coordinator. The Title IX Coordinator shall be responsible for addressing such allegations, including conducting an investigation, if appropriate, pursuant to this policy and other board policies.

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

Legal References: Title IX of the Education Amendment of 1972
Title IX regulations, 34 C.F.R. Part 106
Title VII of the Civil Rights Act of 1964
Wis. Stat. §§ 111.31-111.395

Adopted: February 7, 2022

FORMAL COMPLAINT OF SEXUAL HARASSMENT

This formal complaint is filed by the complainant (or parent or guardian on behalf of the complainant) or signed by the Title IX Coordinator.

If this formal complaint is filed by the complainant, it may be filed with the Title IX Coordinator in person, by mail, by electronic mail, by using the contact information for the Title IX Coordinator, or by any additional method designated by the District. A document filed by a complainant means a document or electronic submission that contains the complainants' physical or digital signature or otherwise indicates that the complainant, or a parent or guardian acting on behalf of a complainant, is the person filing the formal complaint.

This formal complaint is intended to request the District to investigate the allegation of sexual harassment.

This formal complaint must either attach or include below the specific allegations of sexual harassment against a respondent about conduct within the District's education program or activity.

The allegations of sexual harassment are as follows: _____.

The conduct occurred within the District's education program or activity in the following respect:

The respondent is identified as _____.

Printed Name of Complainant or Title IX Coordinator Date

Signature of Complainant or Title IX Coordinator (Not required for Complainant)

Approved: February 7, 2022

GRIEVANCE PROCEDURES

Title VI, Section 504, Student Records,
Adopted by Board Action, April 18, 1977, Revised 1983, 1986, 2009

Citizens, employees, and students of the District are hereby notified that the superintendent of schools has been designated as the officer to accept and process all grievances growing out of alleged non-compliance with Title VI requirements relating to race, color, or national origin discrimination; or to Section 504 requirements relating to discrimination of it's handicapped, or to Title II Americans with Disabilities Act of 1990.

The Superintendent can be contacted at the District Office, Darlington Elementary/Middle School, 11630 Center Hill Road, Darlington, Wisconsin, 53530. Phone: 608-776-2006.

Grievance procedure is as follows:

1. Grievance should be submitted in writing, noting and documenting the alleged violation within thirty (30) days of the alleged violation.
2. Receipt of grievance should be received by grievant within ten (10) working days of date of submittal of the grievance.
3. Resolution of grievance or notice of procedure for resolution of grievance should be received by grievant within forty-five (45) calendar days of receipt of the filed grievance.
4. Delays in meeting timely obligations noted in (2) and (3) above should be taken up immediately with the full Board of Education at the Board meeting following failure to meet timely dates in (2) and (3).

Revised: December 15, 2009

Revised: February 8, 2022

EMPLOYEE GRIEVANCE POLICY AND PROCEDURE

Informal Resolution:

An employee¹ with a complaint related to employee discipline (except employee termination) or workplace safety should first seek to resolve the issue(s) with his/her immediate supervisor through informal discussion. Informal resolution of discipline complaints shall be initiated within ten (10) days of the date when an employee has been notified of the discipline. An employee complaint about a workplace safety issue may be raised informally at any time while the safety issue persists. If the employee fails to initiate the informal resolution process with regard to employee discipline within ten (10) days, the employee waives any further entitlement to utilize the grievance process with respect to the discipline (except employee termination).

If the informal discussion does not resolve the employee discipline or workplace safety complaint and the employee is dissatisfied with the response of his/her immediate supervisor, the employee may seek informal resolution by the District Administrator or his/her designee within ten (10) days after bringing it to the attention of his/her immediate supervisor. This step within the informal resolution process is optional; thus, it is not a necessary step in determining whether the informal resolution process has been exhausted.

If the complaint regarding employee discipline or workplace safety concerns the employee's supervisor, the employee may seek to resolve the complaint directly with the District Administrator. If the complaint regarding employee discipline or workplace safety concerns the District Administrator, the employee may seek to resolve the complaint directly with the Board President. In cases of such employee discipline, the informal resolution process shall be commenced within seven (7) days of the date when an employee has been notified of the discipline. If the employee fails to initiate the informal resolution process with regard to employee discipline within seven (7) days, the employee waives any further entitlement to utilize the grievance process with respect to the discipline (except employee termination).

Employee termination decisions and contract non-renewal decisions are not subject to the informal resolution process.

¹ This Employee Grievance Policy and Procedure is intended to apply to all school district employees, except where a valid, enforceable collective bargaining agreement provides the school district employee with a grievance procedure.

Time Limits for Filing a Grievance

If the informal resolution process does not resolve the complaint, and the employee believes that his/her complaint rises to the level of a grievance, as defined below, the employee may initiate a formal grievance pursuant to the procedures described herein. A grievance involving employee termination or discipline shall be filed no later than ten (10) days after the employee receives notice of the discipline, termination or non-renewal of a contract pursuant to Wis. Stat. §§ 118.22 or 118.24. A grievance involving workplace safety shall be filed no later than twenty-one (21) days after the employee first attempts to resolve his/her workplace safety concerns through the informal resolution process.

In order to process grievances as expeditiously as possible, every effort should be made to handle each step within the specified time period. If the school district official fails to comply with the time periods or other procedures outlined in this policy, the grievant may advance the grievance to the next level. There shall be no other consequences or remedies for failure of the school district to meet the time periods outlined in this policy. If the grievant fails to comply with the time periods or other procedures outlined in this policy, the grievant waives any further rights of appeal and the grievance will be deemed resolved. However, with the exception of the time period for filing the written grievance, either party may request an extension of any time period provided in this policy, including the informal resolution process. Such extensions shall be by mutual written agreement.

If no grievance is filed, the decision of the administration shall be considered final, except a decision to terminate an employee shall be final upon ratification by the Board. The grievance may be voluntarily withdrawn at any level. Once a grievance is withdrawn, it cannot be reopened. A former employee or an employee who separates from employment during the course of the grievance may not file or continue a grievance without the written consent of the District Administrator or designee. If at any time during the grievance process the school district grants the grievant the relief originally requested, the District Administrator or designee may terminate the grievance at that time. Any party involved may have a representative present at all levels once the grievance has been filed in writing. Facts presented and/or examined at the Level One and Level Two hearings shall be made available to both parties. All parties shall respect the confidentiality of the grievance procedure by holding in confidence the facts and information shared in meetings and written correspondence, to the extent authorized by law.

Definitions:

- A. **Grievant:** A grievant is an employee whose own substantial interests related to termination, discipline, or workplace safety are adversely affected, denied, or controverted by a final administrative decision. In the cases of an employee with a definite term contract, a “final administrative decision” is defined to include, but not be limited to, a Board approved termination based on an informal hearing (See General Considerations, Paragraph C., below). In the case of a teacher or administrator non-renewal, a “final administrative decision” is defined to include a Board approved non-renewal following the procedures set forth in Wis. Stat. §§ 118.22 or 118.24.

B. Grievance: A grievance is a formal written complaint by an employee that a final administrative decision related to termination, discipline, or workplace safety violated, misapplied, or misinterpreted a local Board policy, administrative regulation or procedure, or specified federal or State law or rule, or in the case of an employee with a written employment contract, the terms of such written employment contract.

1. Employee Termination: The term “employee termination” shall be narrowly construed to mean a separation from employment initiated by the employer, (including, for purposes of an employee with a definite term contract, a separation from employment initiated by the employer which is effective during the term of the contract), but shall not include, without limitation by enumeration, the following:

- a. Layoffs;
- b. Workforce reduction activities;
- c. Voluntary termination including, without limitation, quitting and resignation;
- d. Job abandonment;
- e. End of employment due to disability;
- f. Retirement;
- g. Death;
- h. End of employment and/or completion of assignment of limited-term, temporary, seasonal, substitute, or part-time employees; or

2. Employee Discipline: The term “employee discipline” shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons, but shall not include, without limitation by enumeration, the following:

- a. Termination, non-renewal of teacher contracts under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, layoffs or workforce reduction activities;
- b. Adverse employment actions other than a suspension without pay, or a demotion or reduction in rank, pay or other benefits, imposed upon the employer for disciplinary reasons;
- c. Lateral transfers or reassignments;
- d. Plans of correction or performance improvement;
- e. Performance evaluations or reviews;
- f. Documentation of employee acts and/or omissions in an employment file;
- g. Oral or written reprimands or warnings;
- h. Administrative suspension with or without pay pending investigation of misconduct or nonperformance; or
- i. Non-disciplinary wage, benefit, or salary adjustments, or reductions in assigned hours.

3. Workplace safety: The term “workplace safety” shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee’s health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the school district and, as used in this section, is alleged by an employee to have been violated and to have substantially adversely affected the employee’s safety at a District workplace.

C. Days: “Days” mean calendar days.

General Considerations

- A. Hearing Officer: The Board shall adopt, prior to the beginning of each school year, or as the need arises, a resolution authorizing a Hearing Officer appointed by the Board to hold a grievance hearing and make a decision regarding the grievance. The Hearing Officer shall not be an officer, agent or employee of the Board at the time of appointment. The Board shall approve a Hearing Officer, prior to the beginning of each school year (or as the need arises), to be called upon under this procedure.
- B. Standard of Review: The standard of review to be applied by the Hearing Officer of a final administrative decision giving rise to a grievance shall be based on the following, unless an alternative is provided in applicable policy, law, contract or collective bargaining agreement:
 1. The review of a final administrative decision to terminate or discipline an employee with a definite term contract or a “cause” standard shall be *de novo* and the decision shall be upheld if it is based on a good and sufficient reason, which shall be any reason that is not wholly frivolous and inconsequential and that has a reasonable basis in fact.
 2. The review of a final administrative decision to non-renew a contract (regardless of whether pursuant to a statutory procedure) or to terminate or discipline an employee without a definite term contract or a “cause” standard shall require deference to the final administrative decision and the decision shall be upheld if it is made on any basis other than a basis which is “arbitrary and capricious,” which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.
 3. The review of a final administrative decision concerning a workplace safety grievance shall require deference to the final administrative decision and the decision shall be upheld if it is made on any basis other than a basis which is “arbitrary and capricious,” which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.

- C. Termination of an Employee with a Contract for a Definite Term:² The required procedure for terminating an employee where there is an expectation of continued employment because of a contract for a definite term, a “cause” standard or another basis in law or fact, is as follows:
1. The District Administrator or his/her designee (or in the case of the termination of the District Administrator, an individual designated by the Board President) shall notify the employee, in writing, that he/she intends to recommend that the Board terminate the employee at the next regularly scheduled Board meeting or a Special Board meeting within forty-five (45) days of the date of the written notice.
 2. At the Board meeting to hear the termination recommendation, the Board shall hold an informal hearing, which means that the District Administrator or his/her designee (or in the case of the termination of the District Administrator, an individual designated by the Board President) will present a summary of the evidence and argument in support of the recommendation for termination, to be followed by an opportunity for the employee and his/her representative to present a summary of any evidence and argument in response. An informal hearing, for purposes of this Grievance Policy and Procedure, is not a full-blown evidentiary hearing, i.e., there shall be no swearing of witnesses and no direct or cross examination of witnesses; and the rules of evidence do not apply.
 3. The Board shall issue its decision, in writing, within seven (7) days of the informal hearing. If the Board accepts the recommendation to terminate the employee, the Board shall inform the employee, in writing, that the Board has terminated the employee’s contract/employment and that, if the employee wishes to appeal the termination decision, the employee shall file an appeal at Level Two by filing a completed grievance form with the Board President within twenty-one (21) days of receiving written notice of termination. If no appeal is filed, the Board’s decision shall become final.
- D. Non-Renewal of a Teacher or Administrator Contract. The procedures for non-renewal of a teacher or administrator contract set forth in Wis. Stat. §§ 118.22 and 118.24, respectively, shall be applicable. If the Board non-renews the contract of a teacher or administrator, pursuant to Wis. Stat. §§ 118.22 or 118.24, and the teacher or administrator wishes to appeal the non-renewal decision, the teacher or administrator shall file an appeal at Level Two of this Grievance Policy and Procedure by filing a grievance form with the Board President within twenty-one (21) days of receiving final, written notice of non-renewal from the Board. If no appeal is filed, the Board’s decision shall be final.

Level One

- A. The grievant may initiate a formal grievance by obtaining a grievance form from his/her immediate supervisor or designee or from the human resources manager or department, filling out the form, and providing a copy to his/her immediate supervisor and to the District

² This procedure shall also apply to the non-renewal of an employee’s contract where Wis. Stat. §§ 118.22 and 118.24 do not apply, but where there is an expectation of continued employment because of the terms of the contract or another basis in law or fact.

Administrator. On the form, the grievant shall (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety), (2) describe the attempts to resolve the complaint informally (if applicable), (3) identify the facts supporting the grievance, (4) specify the policy, rule, regulation, or law alleged to have been violated, and (5) describe the relief requested. In order to be considered, a grievance shall be filed, in writing, using the appropriate form.

- B. The District Administrator or his/her designee shall act on the grievance within seven (7) days of the filing of the grievance. If the District Administrator or his/her designee denies the grievance, he/she shall inform the grievant who shall have seven (7) days to appeal the denial to the Board by filing a letter of appeal with the Board President.

Level Two

- A. Within ten (10) days after receipt of an appeal from a grievant, the Board President shall appoint a Hearing Officer as authorized by resolution of the school board. The Hearing Officer shall do the following:
1. Screen the grievance and determine whether it falls within one of the categories subject to the grievance procedure, whether the informal process was exhausted, if applicable, and whether it has been timely filed.
 2. Notify the parties of the time and location for the hearing at least two (2) weeks before the hearing.
 3. Subpoena witnesses, as necessary to ensure their testimony, when requested by either party.
 4. Make evidentiary findings and conclusions. In the case of a grievance related to a termination, a teacher contract non-renewal under Wis. Stat. § 118.22, an administrator contract non-renewal under Wis. Stat. § 118.24, or discipline, the Hearing Officer shall determine whether a full-evidentiary hearing is needed to afford the employee the requisite due process, and, if so, shall allow the grievant to present evidence, call and question witnesses, cross-examine adverse witnesses, obtain copies of evidentiary materials and argue his or her case. The rules of evidence shall not apply at any hearing, but the Hearing Officer may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The Hearing Officer, in the conduct of the proceeding, shall be mindful of the desire for a speedy and inexpensive resolution of any appeal brought before him/her.
 5. If the grievance is meritorious, in whole or in part, determine what relief is necessary to provide recompense to the grievant in a grievance that involves termination, contract non-renewal under Wis. Stat. §§ 118.22 or 118.24, or discipline, and in a grievance filed over workplace safety, determine what action is necessary to correct the hazardous condition, provided, however, that the Hearing Officer may not award attorneys fees or litigation expenses against the District at any time.

6. The Hearing Officer shall expressly confine himself/herself to consideration of the precise issue(s) submitted on the grievance form and letter of appeal, if applicable, shall apply the applicable standard of review, and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
 7. The Hearing Officer will be without authority to make any decision which requires the commission of an act prohibited by law.
- B. The hearing shall be recorded and the grievant shall be given the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality. The Hearing Officer shall consider whether to engage a court reporter in lieu of recording the hearing.
 - C. The Hearing Officer shall issue a written decision no more than thirty (30) days after the hearing is concluded, unless the Hearing Officer notifies the parties that more time is needed and the reasons therefore. The need for post-hearing briefs, as determined by the Hearing Officer, shall be sufficient reason to extend the deadline.
 - D. The Hearing Officer shall inform the parties that an appeal of his/her decision may be taken to the Board if filed within ten (10) days of the receipt of the decision of the Hearing Officer, after which the decision of the Hearing Officer shall become final.

Level Three

- A. If either party is aggrieved by the decision rendered by the Hearing Officer, either party has the right to file a written appeal with the Board within ten (10) days of receiving the Hearing Officer's decision, after which the decision of the Hearing Officer shall become final.
- B. Except for grievances involving an employee termination (regardless of whether the employee has a contract for a definite term) or teacher or administrator contract non-renewal under Wis. Stat. §§ 118.22 or 118.24, the Board may, at its sole discretion, assign an appeal panel of at least three members of the Board, for the purpose of considering appeals under the grievance procedure.
- C. The Board or appeal panel shall make every reasonable effort to meet, consider and decide the appeal within sixty (60) days after receipt of the appeal.
- D. The Board President shall give ten (10) days notice to the parties of an appeal hearing before the Board or appeal panel, if such a hearing is necessary.

- E. The Board or appeal panel shall review the grievance on the record established by the Hearing Officer unless it determines that additional information is needed. Each party may make a brief oral presentation to the Board or appeal panel to summarize his/her position. The appeal hearing shall be recorded and shall be held in closed session, unless the parties are allowed to present additional information, in which case the grievant shall be given the opportunity to have the evidentiary portion of the appeal hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality.
- F. The Board or appeal panel may affirm, reverse, or modify the decision of the Hearing Officer. The Hearing Officer's decision will be reversed if the decision was:
1. In violation of constitutional provisions;
 2. In excess of the statutory authority or jurisdiction of the school district;
 3. Made upon unlawful procedure or in contravention of this Grievance Policy and Procedure;
 4. Affected by other error of law;
 5. Based upon improper application or interpretation of Board policy;
 6. Unsupported by substantial evidence in view of the entire record as submitted. (As used in this policy, *substantial evidence* means such relevant evidence as a reasonable mind would accept as adequate to support a conclusion), or otherwise erroneous;
 7. Arbitrary and capricious;
 8. Affected by the inappropriate application of the standard of review by the Hearing Officer; or
 9. In contravention of public policy considerations.
- G. Procedural errors, which do not have a substantial affect on the rights of the parties, shall not be grounds for reversal of any decision.
- H. The decision of the Board or appeal panel shall be final. The Board or appeal panel shall make every effort to send to the grievant and the District Administrator a written statement of its decision within a reasonable time after hearing the appeal.

Retaliation

No reprisals of any kind shall be taken by the Board or by an employee of the District against any party in interest or other employee on account of his/her filing a grievance or participating in a filed grievance.

Request for Reconsideration of School Board Decision

This policy establishes a procedure for employees to grieve certain decisions of school officials. The policy does not grant employees the right to appeal decisions of the Board itself, other than a termination or contract non-renewal decision by the Board. Nonetheless, an employee may file, in writing to the Board President, a request that the Board reconsider one of its own decisions. The request shall be filed within fifteen (15) days of the Board's decision and shall state the reasons why the Board should reconsider its decision. The Board may exercise its discretion whether to grant the requested reconsideration.

Judicial review of a Board or appeal panel decision made at Level Three of this policy, if any, shall be as prescribed by law.

ACCESS TO PUBLIC RECORDS

This Notice is hereby adopted by the Darlington Community School District (District), a Wisconsin School District organized and existing pursuant to Wisconsin law. The District is a Wisconsin common school district, and it is managed by a Board composed of nine elected members. Its chief executive officer is an appointed District Administrator.

The School Board has directed that this Notice be placed in a prominent and conspicuous location in the District Office so that the Notice can be viewed and inspected by any member of the public. In addition, individual copies of this Notice will be made available to any person who requests such a copy from one of the designated custodians of the records of this District.

The District is subject to the Wisconsin Public Records Law. The following information is provided to the public to assist in obtaining access to the records of the District.

- I. The Board has designated the District Administrator or his/her designee as the legal custodian of the records and property of the District.
- II. The normal, regular business hours of the office of the District are as follows:
Darlington Community School District
11630 Center Hill Road
Darlington, WI 53530
8:00 a.m. to 4:30 p.m.
Monday through Friday (except for holidays)
- III. The methods by which the public may obtain information and access to records in its custody, make requests for records, and obtain copies of records shall include the following:
 - A. A request to inspect or copy a record shall be made to the legal custodian or designee. The request shall reasonably describe the requested record or the information requested. A request for a record without a reasonable limitation as to subject matter or length of time represented by the record does not constitute a sufficient request. No request may be refused because the person making the request is unwilling to be identified or to state the purpose of the request. However, if the record is kept at a private residence or if security reasons or federal law so dictate, identification may be required.
 - B. The legal custodian, upon request for any record, shall as soon as practicable and without delay, either fill the request or notify the requestor of the determination to deny the request in whole or in part and the reasons thereof.
 - C. Oral requests may be denied orally unless a demand for a written statement of the reasons denying the request is made by the requestor within five business days of the oral denial. If a written request is denied in whole or in part, the requestor shall receive a written statement of the reasons for the denial. Written denials must include a statement informing the requestor that the denial may be reviewed by a court by mandamus under 19.37(1) of the Statutes or upon application to the attorney general or a district attorney.

- IV. Public access to records may be denied as permitted by law. Such limitations include the following:
- A. As provided by 19.36 of the Statutes, the following records are exempt from disclosure:
 - 1. Records specifically exempted from disclosure by state or federal law or authorized to be exempted from disclosure by state law. Pupil records are exempted as provided by 118.125 of the Statutes.
 - 2. Any record relating to investigative information obtained for law enforcement purposes if federal law or regulations require exemption from disclosure as a condition to receipt of aids by the state.
 - 3. Computer programs as defined by statute, although the material used as input for a computer program or the material produced as a product of the computer program is subject to the right of examination and copying, except as otherwise provided by law.
 - 4. A record or any portion of a record containing information qualifying as a trade secret, as that term is defined by statute.
 - B. If a record contains information that may be made public and information that may not be made public, the legal custodian shall provide the information that is subject to disclosure and delete the information that is not subject to disclosure from the record before release.
 - C. To the extent required by law, a legal custodian may deny access to a record, in whole or in part, only if he or she determines that the public interest in disclosure outweighs the public interest in nondisclosure.

REQUEST FOR RECORDS FEE SCHEDULE

In accordance with Wisconsin State Statute, the District shall follow the requirements below with respect to requests for records.

- I. The legal custodian may require supervision of the requestor during inspection or may impose other reasonable restrictions on the manner of access to an original record if the record is irreplaceable or easily damaged.
- II. A request may be charged a fee for the actual, necessary, and direct cost of copying and locating records as follows:
 - A. The fee for photocopying shall be \$.15 per page.
 - B. If the form of a written record does not permit copying, the actual, necessary and direct cost of photographing and photographic processing may be charged.
 - C. If mailing or shipping is necessary, the actual, necessary and direct cost thereof may be charged.
 - D. There shall be no charge for locating a record unless the actual, necessary and direct cost thereof exceeds \$50.00 in which case the actual cost, including cost of district employees' time, may be determined by the legal custodian and billed to the requestor.
 - E. The legal custodian may require prepayment by a requestor of any fee imposed.

LOCAL PUBLIC OFFICES

In accordance with Wis. Stat. §19.34(1), the following is a list of the positions of the authority that constitute “local public offices,” as defined by the Public Records Law, as amended.

1. School Board members
2. District Administrator
3. Principals
4. Head of Maintenance
5. Food Service Manager

NOTICE TO EMPLOYEES OF LEGAL CUSTODIAN

In accordance with Wis. Stat. §19.33 (2), please note that the Darlington Community School District has designated the District Administrator or his/her designee as the legal custodian of the public records and property of the District. The District Administrator and his/her designee are vested by the District with full legal power to render decisions and carry out the duties of the District under the public records and property law. The District Administrator and his/her designee are authorized to consult with the district’s legal counsel regarding custodian responsibilities.

Legal Reference: 19.21
 19.33
 19.35
 19.36
 120.13(28) – Subchapter II of Chapter 19

Approved: July 19, 2010