

Wild Ones Policy and Procedures Regarding Discrimination, Harassment, and Misuse of Wild Ones Property

1. **General Statement.** (Please see the general definitions section of this Policy Statement for the meanings of the words that are capitalized.)
 - a. Wild Ones values include its commitment to providing an inclusive and welcoming environment for all Wild Ones Associates, in which all Wild Ones Associates are treated decently, with dignity and respect, and without intimidation, oppression, coercion, or exploitation. Therefore, Wild Ones will not knowingly tolerate any Discrimination or Harassment against a Wild Ones Associate by any Wild Ones member.
 - b. Wild Ones is also committed to the maintaining the proper stewardship of its resources, including its property, membership dues, and donations. Therefore, Wild Ones will not tolerate any Misuse of Wild Ones resources.
 - c. Through the procedures stated in this Policy Statement, Wild Ones will thoroughly and promptly adjudicate all complaints of Discrimination, Harassment, and Misuse brought by any Wild Ones Associate against any Wild Ones member.
2. **General Definitions.** For purposes of this Policy Statement, the following words have the following meanings:
 - a. “Adjudicator” means whoever is conducting the Adjudication with respect to a Complaint.
 - b. “Complaint” means a complaint for Discrimination, Harassment, or Misuse.
 - c. “Complainant” means a person making a Complaint.
 - d. “Discriminate” and “Discrimination” means the different treatment of a Wild Ones Associate by a Wild Ones member due to a Protected Trait, which is unfair, unjust, or prejudicial, and which occurs: (i) at a Wild Ones facility, (ii) in connection with or during Wild Ones conduct of its business, or (iii) in connection with or during a Wild Ones event or activity.

- e. “Harass” or Harassment” means one or more of the following, which occurs: (i) at a Wild Ones facility, (ii) in connection with or during Wild Ones conduct of its business, or (iii) in connection with or during a Wild Ones event or activity:
 - i. Any requested, suggested, invited, threatened, or actual physical contact, which is unwelcome or would reasonably be considered as unwelcome, and which is not accidental, such as touching, patting, pinching, brushing against another person’s body, or preventing or hindering movement.
 - ii. One or more requested, suggested, invited, threatened, or actual sexual advances or demands or requests for sex, whether or not overt, whether or not welcome, and whether or not accompanied by one or more promises or threats.
 - iii. One or more displays of a printed or electronic image, symbol, or word, which a reasonable person would consider violent, sexual, or otherwise unwelcome, whether or not showing, suggesting, or describing actual violence or whole or partial nudity, such as websites, apps, books, magazines, calendars, graffiti, or cartoons.
 - iv. One or more verbal comments or remarks, displays, gestures, conduct, or actions, of any type or duration (including yelling, noisemaking, threats, epithets, slurs, kidding, teasing, stereotyping, and joking), whether or not explicit and whether or not foul, obscene, or concerning a Protected Trait, which is intended for, or would reasonably be considered as having, the purpose or effect of: (1) preventing or otherwise interfering with the work or performance of a Wild Ones Associate, or (2) creating an unpleasant, intimidating, hostile, coercive, oppressive, annoying, or otherwise offensive environment with respect to a Wild Ones Associate.
 - v. Any retaliation against or other adverse treatment of a Wild Ones Associate actually or evidently because that Wild Ones Associate invoked, or otherwise participated in, a process provided by this Policy Statement.
- f. “Misuse” means the fraudulent, dishonest, or other use of Wild Ones property, including its financial assets, other than in connection with Wild Ones mission or in another manner that a reasonable person would consider intentionally improper.

- g. “Protected Trait” means one or more of the following: ethnicity, race, color, physical appearance or characteristics, physical or mental abilities, religion, religious dress, religious grooming practices, creed, atheism, gender, gender identity, gender expression, age, national origin (birthplace, ancestry, culture, or linguistic characteristics), mental or physical disability, health status, medical condition, genetic information, marital or non-marital status, family status, family composition, domestic partner status, sex, sexual orientation, sexual preference, veteran or military status, parental status, pregnancy, opinions, lifestyle, any other category or condition protected against discrimination or other differing treatment by any federal, state, or local law, or the relationship or other association with any person who has or may have one or more of the foregoing characteristics. However, a Protected Trait shall not include conduct, creeds, beliefs, opinions, or similar expressions, even if sincere, which are contrary to Wild Ones values expressed by this Policy Statement or by any other Wild Ones policy.
 - h. “Respondent” means a Wild Ones member who is accused in a Complaint of committing Discrimination, Harassment, or Misuse.
 - i. “Wild Ones” means Wild Ones – National Landscapers, Ltd., a Wisconsin non-profit corporation and each of its chapters.
 - j. “Wild Ones Associate” means a Wild Ones employee, member, non-member volunteer, honorary director, collaborator, partner, contractor, or vendor.
 - k. “Wild Ones Director or Officer” means a Wild Ones member who is a member of the board of directors or who is an officer of the Wild Ones National office or a Wild Ones chapter.
 - l. “Wild Ones member” means someone who is a member of Wild Ones as shown by Wild Ones records, either by having paid dues or by having been admitted as a member on an honorary basis, including corporate members and their owners and other personnel.
 - m. “Wild Ones National Director” or “Director” means a member of the Board of Directors of Wild Ones national office.
3. **Scope.** Any Wild Ones Associate may be Complainant, but only Wild Ones members may be a Respondent.

4. **Reporting Discrimination or Harassment.** Wild Ones Associates who believe they are or may be the victim of Discrimination or Harassment are encouraged to make a Complaint by reporting such conduct in writing to the Executive Director or to any Wild Ones National Director. Wild Ones Directors or Officers who have knowledge, notice, or belief that a Wild Ones Associate is or may be the victim of Discrimination or Harassment shall make a Complaint of such conduct to the Executive Director or to any Wild Ones National Director. All other Wild Ones members who have knowledge, notice, or belief of conduct contrary to this Policy Statement are encouraged but are not required to make a Complaint regarding that conduct. To be timely, Complaints for Discrimination and Harassment must be made within 180 days after the person making the Complaint initially has knowledge, notice, or belief of such conduct.
5. **Reporting Misuse.** Wild Ones members who have knowledge, notice, or belief that Misuse has or may have occurred must, as soon as reasonably possible thereafter, make a Complaint regarding that potential Misuse to the Executive Director or to any Wild Ones National Director.
6. **Adjudication Procedure.**
 - a. **Upon Receiving a Complaint.** Whenever the Executive Director receives a Complaint, the Executive Director shall promptly inform the Wild Ones National Directors. Whenever a Wild Ones National Director receives a Complaint, that Director shall promptly inform the Executive Director and the other Directors.
 - b. **Designating the Adjudicator.** The Adjudicator shall be designated in the following order of priority: (i) first, the Wild Ones Executive Director, and (ii) next, if in the opinion of the Executive Director, or if in a party's reasonable opinion, the Executive Director has a Conflict of Interest, the Adjudicator shall be a Wild Ones National Director selected by the Executive Director who, in the opinion of the Executive Director and the National Director, and in the reasonable opinion of each party, does not have a Conflict of Interest. After an Adjudication starts, Adjudicators who become a party or a witness or who believe they can no longer appropriately serve as the Adjudicator shall immediately recuse themselves, and the Wild Ones National Directors who in their opinion and in the reasonable opinion of each party, do not have a Conflict of Interest, shall promptly appoint a replacement Adjudicator, all on notice to the parties.
 - c. **Conflict of Interest.** For purposes of this Policy Statement, persons have a Conflict of Interest: (i) who are or may be a party or a witness, or (ii) whose objectivity with respect to the Complaint, in the opinion of that person or in the

reasonable opinion of a party, might be affected due to their familiarity with a party or a witness, or due to any other circumstance. A party's opinion that is unreasonable with respect to whether someone may have a Conflict of Interest shall not be considered to determine that Conflict of Interest.

- d. **Adjudication.** Upon receiving a timely a Complaint for Discrimination or Harassment, and upon receiving a Complaint for Misuse, the Adjudicator shall take such action and implement such processes as the Adjudicator deems necessary or appropriate to adjudicate the Complaint, including: (i) obtain written statements from the parties regarding the conduct described in the Complaint, (ii) request the parties provide pertinent documents and identify witnesses, (iii) review those documents and interview those witnesses, (iv) otherwise adjudicate the Complaint, including selecting the process to determine the merits of the Complaint, such as a meeting or hearing via Zoom or similar technology, which the Adjudicator might or might not record, and other procedures to conduct the meeting or hearing (the "Adjudication"). The Adjudicator may confer with one or more persons as the Adjudicator desires to assist the Adjudicator with an Adjudication, including enlisting two Wild Ones National Directors to determine, with the Adjudicator, the merits of a Complaint and the resulting penalties, provided that such persons do not have a Conflict of Interest. To conduct the Adjudication, the Adjudicator may, at the Adjudicator's discretion, wholly or partially use the dispute resolution procedures of organizations, such as the American Arbitration Association.
- e. **Informal Dispute Resolution.** Before conducting an Adjudication, the Adjudicator may, at the Adjudicator's discretion: (i) appoint one or more officers of the Wild Ones chapter of which a party is a member to attempt to informally resolve the Complaint to the satisfaction of all the parties, or (ii) require the parties to participate in one or more meetings with the Adjudicator, in-person, by phone, or on-line, at which the Adjudicator will attempt to informally resolve the Complaint to the satisfaction of all the parties. The Adjudicator may not appoint anyone to informally resolve a Complaint who, in the opinion of the Adjudicator or that person, or in the reasonable opinion of each party, has a Conflict of Interest.
- f. **Interim Penalties.** After receiving a Complaint, the Adjudicator may at any time impose whatever interim remedies the Adjudicator determines are appropriate, such as barring a Respondent from having contact with a Complainant, barring a Respondent from participating in Wild Ones activities, or suspending a Respondent's Wild Ones membership.

- g. **Findings and Penalties.** For the final step of the Adjudication, the Adjudicator shall issue and deliver to the parties the Adjudicator's written findings, conclusions, and penalties if any (the "Order"). Those penalties can include suspending or permanently terminating a party's membership and suspending or dissolving a Wild Ones chapter whose members are parties.
 - h. **Factors.** The Adjudicator may consider any circumstances and other factors the Adjudicator deems appropriate when determining the penalties, if any, against a party, including a party's truthfulness and cooperation, the severity, frequency and pervasiveness of the conduct, other Complaints made by or against a party, and the type and quality of the evidence presented by or for a party or obtained by the Adjudicator, such as admissions, direct knowledge, corroboration, and hearsay.
- 7. **Failure to Comply or Cooperate.** If a party does not comply with the procedures of this Policy Statement, the Adjudicator may nevertheless proceed or decline to proceed with the Adjudication, including issuing or declining to issue an Order. The Adjudicator may consider a party's noncompliance when the Adjudicator determines the Adjudication procedures, the merits of a Complaint, and the resulting penalties. If a witness who is a Wild Ones member fails or refuses to cooperate with the Adjudicator's request for documents, other information, or testimony, the Adjudicator may also penalize that member, such as temporarily or permanently barring the member from participating in one or more Wild Ones activities or suspending or permanently terminating the member's Wild Ones membership.
- 8. **Failure to Report.** The failure of Wild Ones members to make Complaints if required by this Policy Statement shall result in whatever penalty is deemed appropriate by whomever would have been the Adjudicator with respect to that incident of Discrimination, Harassment, or Misuse, including the temporary suspension or permanent loss of status as a Wild Ones Director or Officer or suspending or permanently terminating the member's Wild Ones membership.
- 9. **Confidentiality.** The Adjudicator shall report the progress of all Adjudications to the Wild Ones National Directors who are not parties or witnesses and to all third parties, such as government authorities and Wild Ones insurer, as the Adjudicator or the Wild Ones National Directors who do not have a Conflict of Interest deem appropriate. Otherwise, Wild Ones members who have actual knowledge, actual notice, or any belief that a Complaint has or may have been reported under this Policy Statement shall not disclose, to anyone other than the Adjudicator, documents and other information related

to that Complaint, except as otherwise instructed by the Adjudicator or except as otherwise permitted by this Policy Statement. The Adjudicator shall give a copy of the Order to the Wild Ones National Directors, and they may disclose the Order as they deem appropriate.

10. **Dues.** Wild Ones shall not refund, credit, or prorate the membership dues of a Wild Ones member whose membership is suspended or terminated under this Policy Statement.
11. **Non-Exclusive; No Admissions.** Participation or non-participation in the procedures of this Policy Statement shall not preclude Wild Ones or Wild Ones members from bringing any other action or process or seeking any other remedy allowed or provided by applicable law, and the Confidentiality provisions of this Policy Statement shall not apply to such other actions and processes. Participation or non-participation in the procedures of this Policy Statement, including the contents of any Order, shall not constitute an admission by Wild Ones or by any Wild Ones member with respect to a Complaint.
12. **Interpretation.** As appropriate under a particular circumstance, in this Policy Statement:
(a) the singular of any word, including any definition, shall also mean and include the plural as appropriate; (b) “and” may also mean “or”; and (c) “or” may also mean “and”; (d) “including”, “such as”, and similar words and phrases shall be construed as if followed by the phrase “without limitation”. (e) The section headings are included solely for convenience and are not intended to affect the interpretation of this Policy Statement or to have any substantive meaning, except to the extent a section heading is otherwise expressly referred to within a substantive provision this Policy Statement.
13. **No Cause of Action.** Nothing in this Policy Statement is intended by Wild Ones to allow or create any cause of action or any liability against Wild Ones, Wild Ones Executive Director or any other Wild Ones employee, or any Wild Ones member other than the penalties expressly provided by this Policy Statement: (a) if any of them follow or fail to follow the requirements and provisions of this Policy Statement, or (b) for any interim penalty or Order issued or not issued during or as a result of this Policy Statement.
14. **Modification.** This Policy Statement may be modified or eliminated by the Wild Ones National Board of Directors at any time as they determine.