

**Notice of Meeting**

Members of the Board of Education

Ladies and Gentlemen:

You are hereby notified that there will be a Regular Meeting of the Board of Education, School District No. 40, immediately following the Committee of the Whole Meeting on Monday, April 22, 2024, at the Bartlett Performing Arts Center (Black Box), 3600 Avenue of the Cities, Moline, Illinois 61265.

Dr. Matthew DeBaene  
Secretary, Board of Education

**AGENDA AND RECOMMENDATIONS**

Board of Education  
Moline, Illinois  
Monday, April 22, 2024

Join from a device:

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Passcode: 889889

Description: School Board meeting to be held on April 22, 2024.

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Webinar ID: 816 7149 8323

- 1. Opening of Meeting - Roll Call**
- 2. Recitation of Pledge of Allegiance**
- 3. Approval of Minutes**

A. Minutes of the Regular Meeting of the Board of Education of April 8, 2024

Moline, Illinois, April 08, 2024  
Minutes  
Board of Education  
School District No. 40

The meeting of the Board of Education was called to order by Board President Andrew Waeyaert at 6:00 p.m. at the Bartlett Performing Arts Center (Black Box) 3600 Avenue of the Cities, Moline, IL 61265.

**Roll Call**

Members Present: Audrey Adamson, Chet DeSmet, Ramona Dixon, Lindsey Hines, Andrew Waeyaert, Erin Waldron-Smith

Member Absent: Jason Farrell

Student Member Present: None

Student Member Absent: Abigail Greenlee, Jathinram Kollarapu

The Board of Education Members led those in attendance in reciting the Pledge of Allegiance.

**APPROVAL OF MINUTES**

-The minutes of the Open Session of the Regular Board of Education Meeting of March 11, 2024 were presented for approval as presented.

A motion was made by Chet DeSmet, seconded by Erin Waldron-Smith, all in favor, that the minutes of the Open Session of the Regular Board of Education meeting of March 11, 2024 be approved as presented and placed on file.

-The minutes of the Closed Session of the Regular Board of Education Meeting on March 11, 2024 were presented for approval as presented.

A motion was made by Audrey Adamson, seconded by Erin Waldron-Smith, all in favor, that the minutes of the Closed Session of the Regular Board of Education meeting of March 11, 2024 be approved as presented and placed on file.

-The minutes of the Open Session of the Special Board of Education Meeting on March 20, 2024 were presented for approval as presented.

A motion was made by Chet DeSmet, seconded by Audrey Adamson, all in favor, that the minutes of the Open Session of the Special Board of Education meeting of March 20, 2024 be approved as presented and placed on file.

-The minutes of the Closed Session of the Special Board of Education Meeting on March 20, 2024 were presented for approval as presented.

A motion was made by Chet DeSmet, seconded by Ramona Dixon, all in favor, that the minutes of the Closed Session of the Special Board of Education meeting of March 20, 2024 be approved as presented and placed on file.

### **COMMUNICATION, PUBLIC COMMENT AND PARTICIPATION**

Jamie Dreher's comment was received via email on Monday, April 8, 2024 at 7:42 a.m. Andrew Waeyaert, President, read the public comment stating "that Jason Farrell needs to be removed from the board as soon as possible".

Mathew Harris's comment was received via email on Monday, April 8th at 2:08 p.m. Mathew Harris was present at the board meeting however, Andrew Waeyaert, President, read the public comment stating "Jason Farrell is still denying all allegations being made against him. Mr. Harris would like to ask the board to put pressure on Jason to give his victim, Mathew Harris, the email address and password to the account that he created in Mathew's name".

Hali Riley's comment was received via email on Monday, April 8th at 4:22 p.m. Andrew Waeyaert, President, read the public comment stating "I would like to have on record Jason Farrell should resign."

Joseph Schilling, resident of Moline and owner of St Giuseppe's Pizza, spoke about past social media encounters with Jason Farrell and the harm he has caused his business. Mr. Schilling would like to see Jason Farrell removed from the Board of Education.

Andy Harris, a resident of Coal Valley, spoke in regards to family members and himself serving in the military. He stated that he believes it is wrong of Jason Farrell to impersonate a member of the military and that Jason must be removed from the Board of Education.

Connie Harris, resident of Moline, spoke of the hurt Jason Farrell has caused herself and her family by posing as her son.

### **BOARD MEMBER CENSURE**

A motion was made by Chet DeSmet, seconded by Lindsey Hines, that the Board of Education approve the resolution to censure Board Member Jason Farrell and request his resignation from the Moline-Coal Valley School District Board of Education. **See Exhibit L in the official minutes.**

Andrew Waeyaert, President, read a statement aloud on behalf of the Board of Education and Administration in-regards to the Board Member Censure of Jason Farrell.

Chet DeSmet, Board Member, read to the public the "Resolution to Censure Board Member and Request Member's Resignation or Removal".

Ayes: Lindsey Hines, Erin Waldron-Smith, Chet DeSmet, Ramona Dixon, Audrey, Adamson, Andrew Waeyaert

Nays: None

Absent: Jason Farrell

**PUBLIC HEARING OF PROPOSED 2023-2024 AMENDED SCHOOL DISTRICT BUDGET**

**OPEN HEARING**

**PUBLIC COMMENT** - Joseph Schilling, a Community Member, commented on the total budget amount for the District and the cost per child.

**CLOSE HEARING**

**CONSENT AGENDA**

The Board of Education considered Consent Agenda Items A through X as presented:

A motion was made by Erin Waldron-Smith, seconded by Audrey Adamson, that the Board of Education approve the actions contained in Consent Agenda Items A through X as presented.

**A. Employment – Certified Staff**

- 1) the regular employment of the following named certified staff members for the 2024-2025 school year with wages in accordance with District schedules:

Anderson, Stacey  
Special Education, Franklin and Logan Elementary  
M.A. Degree, Western Governors University  
To teach on a regular contract basis  
One year previous teaching experience

Butts, Derek  
Science, Moline High School  
B.A. Degree, Augustana College  
To teach on a regular contract basis  
No previous teaching experience

Hutto, Annette  
Science, John Deere Middle School  
M.A. Degree, American College of Education  
To teach on a regular contract basis  
No previous teaching experience

LeBlanc, Brandon  
Dual Language Social Studies, John Deere Middle School  
M.A. Degree, York University  
To teach on a regular contract basis  
Nine years previous teaching experience

McNamara, Katelyn

English, Moline High School  
 B.A. Degree, St. Ambrose University  
 To teach on a regular contract basis  
 Thirteen years previous teaching experience in Illinois/Iowa

Nissen, Jordan  
 Cross Categorical Special Education, Hamilton Elementary  
 B.A. Degree, St. Ambrose University  
 To teach on a regular contract basis  
 Five years previous teaching experience in Illinois

Torres-Cantu, Anahi  
 World Language-Spanish, Moline High School  
 B.A. Degree, Augustana College  
 To teach on a regular contract basis  
 No previous teaching experience

- 2) the temporary employment of the following named certified staff members for the 2024-2025 school year with wages in accordance with District schedules:

Adams, Teri  
 Vocal Music, Butterworth and Logan Elementary  
 B.A. Degree, Augustana College  
 To teach on a temporary part-time contract basis  
 One year previous experience in another state and nine years previous experience in Moline

Kretschmar, Sarah  
 Speech Pathologist, Seton and QCC Schools  
 M.A. Degree, Eastern Illinois University  
 To serve on a temporary part-time contract basis  
 Seven years previous experience in Illinois

Murphy, Taylor  
 Psychologist (Intern), Various Schools  
 B.A. Degree, Western Illinois University  
 To serve on a temporary contract basis  
 No previous experience

- 3) the temporary employment of the following named certified substitute teachers for the 2023-2024 school year with wages according to District schedules:

Name  
 Nadif, Lamiaa  
 Quick, Jennifer

**B. Resignation for the Purpose of Retirement - Certified Staff**

the resignation for the purpose of retirement of the following named certified staff member, effective at the of the 2027-2028 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Paup, Julie	Principal	Butterworth

**C. Resignation/Termination - Certified Staff**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Williams, Eddie	Elementary PE Specialist	Washington/Roosevelt	06/07/24

**D. Appointment to Differential Assignment**

- 1) the appointment of the following named certified staff member to differential assignment, effective for the 2023-2024 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Brems, Alyssa	Assistant Grade 7 Girls Track	Wilson

- 2) the appointment of the following named certified staff member to differential assignment, effective for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
McNamara, Katelyn	Head Varsity Girls Basketball	High School

- 3) the temporary appointment of the following named non-certified staff member to differential assignment, effective for the 2023-2024 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Leedom, Travis	Head Grade 8 Boys Track	Wilson

- 4) the appointment of the following named non-certified staff member to differential assignment, effective for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Robertson, Michael	Assistant Varsity Girls Golf	High School

**E. Resignation from Differential Assignment**

- 1) the resignation of the following named certified staff member from differential assignment, effective for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
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**J. Approval of Family Medical Leave Act - Educational Support Personnel**

that the Board of Education grant approval of a family medical leave for the following educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Connor, Isabelle	Special Education Paraprofessional	Jefferson	Beginning approximately 09/16/24 and ending approximately 12/18/24
St. Dennis, Jennifer	Custodian	Jefferson	Beginning 03/25/24 and lasting intermittently 60 days or 3/25/25

**K. Payments for Board Approval**

approval of payments:

Fund 1 Educational	194,134.52
Fund 2 Operations & Maintenance	51,014.36
Fund 3 Debt Service	1,155.00
Fund 4 Transportation	204,157.95
Fund 5 Retirement	0.00
Fund 6 Capital Projects	267,484.54
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	0.00
Fund 9 Life Safety Code	6,270.00
Fund 10 Group Insurance	0.00
Fund 11 Student Activity	<u>18,554.38</u>
TOTAL	742,770.75

**See Exhibit A in the official minutes.**

**L. Freedom of Information Act Requests**

- 1) A Freedom of Information Act request was received from Mathew Christopher Harris requesting emails that were sent to or received by Jason Farrell of the Moline School Board beginning March 26th, 2024 to April 1, 2024, including combinations of names. "Mat", "Mathew", "Mathew Harris", "Matt", "Matthew", and "Matthew Harris"., or variants of that name." The District has responded to this request.
- 2) A Freedom of Information Act request was received from Mathew Christopher Harris requesting all emails sent to or received by Kathryn Farrell from [kateelainemarlin9@gmail.com](mailto:kateelainemarlin9@gmail.com), Kathryn Farrell’s official email address, if applicable, or any other emails containing the name or information related to Kathryn Farrell from March 26, 2024 to April 3, 2024. The District has responded to this request.

- 3) A Freedom of Information Act request was received from Hali Lorraine Riley requesting emails between Jason Farrell and Rachel Savage and Jason Farrell and Andrew Waeyaert from April 1, 2024 until April 4, 2024. The District has responded to this request.

**M. Acceptance of Gifts**

An anonymous donation in the amount of \$500 to be used for the Instrumental Music Department at Wilson Middle School.

**N. Facility Usage Request Recommended for Approval Subject to Compliance with Board of Education Policy 8:20**

- 1) Roosevelt Elementary on Wednesday, May 1, 2024 from 3:00 p.m. until 6:00 p.m. by ImpactLife for blood drive.
- 2) Bartlett Performing Arts Center on Friday, May 17, 2024 from 5:00 p.m. until 8:00 p.m. and Saturday, May 18, 2024 from 11:00 a.m. until 4:00 p.m. by Kim's School of Dance and Tumbling. Building rental fees as stated in the contract.
- 3) Shipley Track at Browning Field on Sunday, September 15, 2024 from 1:00 p.m. until 3:00 p.m. by the American Foundation for Suicide Prevention for an Out of the Darkness Suicide Awareness Walk. Compensation to be received only for custodial services required as a result of their program in the amount of \$62 per hour (Sunday rate). **Please note that Sunday use is an exception to Board Policy.**
- 4) Coolidge gymnasium beginning October 7, 2024 through March 20, 2025 from 4:00 p.m. until 6:00 p.m. on Mondays through Thursdays by the Moline Girls Basketball Association (MGBA). Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 5) Hamilton Elementary gymnasium beginning October 7, 2024 through March 19, 2025 from 5:30 p.m. until 9:00 p.m. on Mondays and Wednesdays by the Moline Girls Basketball Association (MGBA). Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 6) Bicentennial Elementary gymnasium beginning October 8, 2024 through March 20, 2025 from 5:30 p.m. until 9:00 p.m. on Tuesdays and Thursdays by the Moline Girls Basketball Association (MGBA). Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 7) Roosevelt Elementary gymnasium beginning October 7, 2024 through March 19, 2025 from 5:30 p.m. until 9:00 p.m. on Mondays through Thursdays by the Moline Girls Basketball Association (MGBA). Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.

- 8) Lincoln-Irving Elementary gymnasium beginning October 8, 2024 through March 20, 2025 from 5:30 p.m. until 9:00 p.m. on Mondays through Thursdays by the Moline Girls Basketball Association (MGBA). Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 9) John Deere Middle School gymnasium beginning September 30, 2024 through December 31, 2024 from 6:00 p.m. until 9:00 p.m. on Mondays through Thursdays by the Moline Girls Basketball Association (MGBA). Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 10) Wilson Middle School gymnasium beginning September 30, 2024 through December 31, 2024 from 6:00 p.m. until 9:00 p.m. on Mondays through Thursdays by the Moline Girls Basketball Association (MGBA). Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 11) Bicentennial Elementary gymnasium beginning October 2024 through March 2025 from 5:30 p.m. until 9:00 p.m. on Mondays and Wednesdays by the Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 12) Hamilton Elementary gymnasium beginning October 2024 through March 2025 from 5:30 p.m. until 9:00 p.m. on Tuesdays and Thursdays by the Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 13) Butterworth Elementary gymnasium beginning October 2024 through March 2025 from 5:30 p.m. until 9:00 p.m. on Mondays through Thursdays by the Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 14) John Deere Middle School gymnasium beginning January 2025 through March 2025 from 6:00 p.m. until 9:00 p.m. on Mondays through Thursdays by the Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 15) Wilson Middle School gymnasium beginning January 2025 through March 2025 from 6:00 p.m. until 9:00 p.m. on Mondays through Thursdays by the Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 16) Coolidge Gymnasium beginning November 5, 2024 through February 26, 2025 from 6:00 p.m. until 9:00 p.m. by the Moline Juniors Volleyball. The gym will be in use on Tuesdays and Thursdays during November, December 2nd through the 19th will be Monday through Thursday gym usage, and January and February the gym usage will be Monday through Wednesday. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.

17) Bartlett Performing Arts Center Auditorium on Saturday, December 21, 2024 from 3:00 p.m. until 9 p.m. by Blue Violin. Building rental fees as stated in the contract.

18) John Deere Middle School gymnasium Saturday, February 15, 2025 from 6 a.m. until 10 p.m. for Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.

19) Wilson Middle School gymnasium Saturday, February 15, 2025 from 6 a.m. until 10 p.m. for Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.

20) Wharton Field House Sunday, February 16, 2025 from 9:00 a.m. until 3:30 p.m. for Moline Youth Basketball. Building rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$62 per hour. **Please note that Sunday use is an exception to Board Policy.**

O. **Engage Services - Illinois Association of School Administrators (IASA)-Administrator Academy on the The Unfinished Leader**

that the Board of Education engage the services of the Illinois Association of School Administrators, Springfield, Illinois, to conduct the June 14, 2024, Administrator Academy on The Unfinished Leader at a cost not to exceed \$11,000. **See Exhibit B in the official minutes.**

P. **Engage Services - Spring Forward Learning Center Summer Programming**

that the Board of Education engage the services of Spring Forward Learning Center based out of Rock Island, Illinois, to provide elementary student programming during the 2024 summer at the cost of \$60,000. **See Exhibit C in the official minutes.**

Q. **Engage Services - Damon West, LLC Professional Development Keynote Speaker**

that the Board of Education engage the services of Damon West, LLC, Nederland, Texas on August 14, 2025, to conduct an all staff professional development on The Coffee Bean Convocation at a cost not to exceed \$17,000. **See Exhibit D in the official minutes.**

R. **Approval of Purchase - Mystery Science Supply Kits**

that the Board of Education approve the purchase of Mystery Science supply kits for elementary classrooms from Mystery Science, San Francisco, California, for a total cost not to exceed \$68,000. **See Exhibit E in the official minutes.**

S. **Approval of Purchase - Shoot-A-Way Basketball System**

that the Board of Education approve the purchase of four or five Shoot-A-Way basketball

systems for Moline High School, from Shoot-A-Way Incorporated, Upper Sandusky, Ohio, for a total cost not to exceed \$34,000. **See Exhibit F in the official minutes.**

**T. Approval of Purchase - Infrastructure Licenses**

that the Board of Education approve the purchase of Aruba Central management licenses for various network equipment from CDW Corporation, Vernon Hills, Illinois, for a total cost of \$66,000. **See Exhibit G in the official minutes.**

**U. Approval of Purchase - Moline High School Wrestling Mats**

that the Board of Education approves the purchase of wrestling mats for Moline High School from Dollamur Sports Surfaces, Fort Worth, Texas for a total cost not to exceed \$27,300. **See Exhibit H in the official minutes.**

**V. Award of Bid - P & K Midwest - Replacement Tractor Loader**

that the Board of Education award the state bid pricing for one replacement District Tractor Loader and award the bid to P & K Midwest, Inc, Silvis, Illinois, in the amount of \$76,590.21, according to specifications. **See Exhibit I in the official minutes.**

**W. Award of Bid - Moline High School Physical Education Center Bleachers**

that the Board of Education award the bid for the six portable bleachers as described above to Stadiums Unlimited LLC, Crystal Lake, Illinois, in the amount of \$18,994. **See Exhibit J in the official minutes.**

**X. Approval of Joining Purchasing Cooperative - OMNIA Partners and TIPS USA**

that the Board of Education approve the use of OMNIA Partners and TIPS USA purchasing cooperatives. **See Exhibit K in the official minutes.**

Ayes: Lindsey Hines, Erin Waldron-Smith, Audrey Adamson, Chet DeSmet, Ramona Dixon, Andrew Waeyaert

Nays: None

Absent: Jason Farrell

**RESOLUTION TO ADOPT SCHOOL DISTRICT AMENDED BUDGET FOR 2023-2024  
SCHOOL YEAR**

A motion was made by Chet DeSmet, seconded by Audrey Adamson, that the Board of Education approve the resolution authorizing the adoption of the Amended Budget for the 2023-2024 fiscal year. **See Exhibit M in the official minutes.**

Ayes: Erin Waldron-Smith, Audrey Adamson, Chet DeSmet, Ramona Dixon, Lindsey Hines, Andrew Waeyaert

Nays: None

Absent: Jason Farrell

**REPORTS, REQUESTS, AND OPEN DISCUSSION**

**Superintendent's Report**

Dr. Savage, Superintendent, informed all that the fourth quarter of the 2023-2024 school year started on Monday, April 8th and it was great to see the sun shining and the Spring sports teams outside practicing.

A reminder to the Board of Education that at the April 22nd meeting we will go through the process of closing out the strategic P.A.C.E. goals for this school year.

Lastly a reminder to Board Members to submit their statement of economic interest to the county clerk by May 1st.

**Financial Report - February 2024**

Vince Gallo, Chief Financial Officer, stated there is nothing new to report at this time.

A motion was made by Lindsey Hines, seconded by Erin Waldron-Smith, all in favor, that the Board of Education go into Closed Session. Time: 6:29 p.m.

**\*\*\*CLOSED SESSION\*\*\***

to consider collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees

Ayes: Audrey Adamson, Chet DeSmet, Ramona Dixon, Lindsey Hines, Erin Waldron-Smith, Andrew Waeyaert

Nays: None

Absent: Jason Farrell

A motion was made by Audrey Adamson, seconded by Chet DeSmet, all in favor, that the Board of Education return to Open Session. Time: 6:41 p.m.

**APPROVAL OF RESOLUTION FOR PURCHASE OF PROPERTY - 1900 52ND AVENUE  
MOLINE**

A motion was made by Audrey Adamson, seconded by Chet DeSmet, that the Board of Education approve the purchase of the property located at 1900 52nd Avenue, Moline, Illinois, for the future location of the Moline-Coal Valley School District Office, for the purchase price of \$1,800,000, pending inspection and repairs to any findings. The purchase price also includes all furniture, furnishings, and equipment currently in the building and an in-kind donation in naming and sponsorship for the Vibrant Credit Union. The Board of Education further authorizes and directs the Superintendent, Dr. Rachel Savage and Vince Gallo, Chief Financial Officer to execute all documents and complete all items necessary to effectuate the purchase of the property, upon terms that both he and the Superintendent deem acceptable. **See Exhibit N in the official minutes.**

Ayes: Ramona Dixon, Lindsey Hines, Erin Waldron-Smith, Audrey Adamson, Chet DeSmet, Andrew Waeyaert

Nays: None

Absent: Jason Farrell

A motion was made by Audrey Adamson, seconded by Chet DeSmet, all in favor, that the Board of Education meeting be adjourned. Time: 6:45 p.m.

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President

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Secretary

B. Minutes of the Closed Session of the Board of Education Meeting of April 8, 2024

**4. Communications, Public Comment and Participation**

**5. Student Spotlight Presentation - Bicentennial**

**6. Women in STEM Presentation - Dr. Matt DeBaene**

**7. Consent Agenda**

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*Recommended Motion:* that the Board of Education approve the actions contained in the Consent Agenda as presented.

7. **Consent Agenda**

*Recommended Motion:* that the Board of Education approve the actions contained in Consent Agenda Items **A through B5 and B7 through X** as presented:

**A. Employment – Certified Staff**

- 1) the regular employment of the following named certified staff member for the 2024-2025 school year with wages in accordance with District schedules:

Prowant, Jessica  
Counselor, Butterworth Elementary  
M.A. Degree, Olivet Nazarene University  
To serve on a regular contract basis  
Nine years previous experience in Illinois

- 2) the temporary employment of the following named Certified Hourly Instructor for the 2023-2024 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Location</u>
Tubbs, Sara	Jane Addams/Roosevelt
VanSpeybroeck, Kevin	Homebound

- 3) the temporary employment of the following named certified substitute teachers for the 2023-2024 school year with wages according to District schedules:

<u>Name</u>
Gillette, Tavien
Kapolnek, Celine
O'Brien, Ryleigh
Sodadasi, Pushparani

**B. Employment - Summer School - Certified Staff**

- 1) the employment of the following named certified staff members for the Extended School Year Special Education Summer Learning Program with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Anderson, Stacey	Teacher	Hamilton
Larson, Jessica	Teacher	Hamilton
Piehl, Tiffany	Teacher	Hamilton
Scholl, Cathryn	Teacher	Hamilton
Sunken, Rebecca	Teacher	Hamilton
Tarchinski, Alison	Teacher	Hamilton
Timerman, Dawn	Teacher	Hamilton
Kobylski, Paula	Teacher	High School

Spence, Emma	Teacher	High School
Clark, Jerilyn	Substitute Teacher	High School/Hamilton
Sondgeroth, Jennifer	Teacher	High School/Hamilton
Casey, Stephanie	Site Coordinator	High School/Hamilton

- 2) the employment of the following named certified staff members for the Elementary Summer Programs with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Henderson, Corey	Coordinator	Boys & Girls Club
Matkovich, Emily	Teacher	Boys & Girls Club
Aguirre, Abigail	Teacher	Skip-a-Long
Freeman, Christina	Teacher	Springbrook
Pena, Anthony	Teacher	Springbrook
Smith, Shirley	Teacher	Springbrook
Henderson, Alma	Teacher	YMCA
McMillion, Beth	Teacher	YMCA
McMillion, Lacey	Teacher	YMCA
Roseman, Heather	Teacher	YMCA

- 3) the employment of the following named certified staff members for the High School Credit Recovery Program with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Stuedemann, Erin	Substitute Teacher	High School
Beckwith, Lisa	Teacher	High School
Bosold, Traci	Teacher	High School
Edwards, Tia-Farrak	Teacher	High School
Ekoh, Regine	Teacher	High School
Guerdet, Colette	Teacher	High School
Hazen, Katie	Teacher	High School
Karl, Scott	Teacher	High School
Morrissey, Erin	Teacher	High School
Rhea, Phil	Teacher	High School

- 4) the employment of the following named certified staff member for the Middle School Academic Recovery Program with wages as determined in accordance with established rates:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Wharfield, Jennifer	Teacher	High School

- 5) the employment of the following named certified staff members for the Lights on for Learning Summer Program with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Potter, Chad	Program Coordinator	High School
Trost, Jamie	Site Coordinator	High School
Gunneman, Connor	Teacher	High School
Malzewski, Amarah	Teacher	High School
Ryser, Alex	Teacher	High School

- 7) the employment of the following named certified staff members for High School Driver’s Education and Consumer Education with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Course</u>	<u>Location</u>
Ehlers, Joseph	Teacher	Consumer Ed	High School
Nelson, Daniel	Substitute Teacher	Driver’s Ed	High School
Timerman, Jason	Substitute Teacher	Driver’s Ed	High School
Dexter, Frank	Teacher	Driver’s Ed	High School
Hunter, Scott	Teacher	Driver’s Ed	High School
Schafer, Doug	Teacher	Driver’s Ed	High School
Vasquez, Luis	Teacher	Driver’s Ed	High School

- 8) the employment of the following named certified staff members for Step Up and Success 101 with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
David, Brian	Teacher	High School

**C. Resignation/Termination – Certified Staff**

the resignation/termination of the following named certified staff members:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Garrity, Ellen	Counselor	High School	06/12/24

**D. Approval of Family Medical Leave Act - Certified Staff**

that the Board of Education grant approval of a family medical leave for the following certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Vijayaraghavan, Lavanya	Business Education	High School	Beginning approximately 04/29/24 with a return date of 05/17/24

**E. Employment – Educational Support Personnel**

- 1) the employment of the following named educational support personnel for the 2023-2024 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
McMeekan, Tabbytha	Lunchroom Aide	Logan	04/15/24
Mendoza, Erika	Personal Care Attendant	Hamilton	04/01/24
Pitman, Alecia	Special Ed Paraprofessional	Wilson	04/15/24
Sanchez, Brandon	Special Ed Paraprofessional	High School	04/08/24

- 2) the temporary employment of the following named educational support personnel for the 2023-2024 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Galindo, Rosalie	Student Worker	John Deere	04/23/24
Garcia-Aleman, Jennifer	Parent Coordinator	Logan	04/08/24

- 3) the temporary employment of the following named substitute educational support personnel for the 2023-2024 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>
Kelley, Gage	Custodian

**F. Summer Employment - Educational Support Personnel**

- 1) the employment of the following named educational support personnel for the Extended School Year Special Education Summer Learning Program with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Kelli, Avila	Health Professional (RN)	Hamilton
Bargren, Mary	Paraprofessional	High School
Blackert, Jamie	Health Professional (RN)	Hamilton
Brotherton, Jessica	Health Professional (RN)	Hamilton
Burrill, Jennifer	Paraprofessional	Hamilton
Carnahan, Dawn	Health Professional (RN)	Hamilton
Carpenter, Sarah	Paraprofessional	Hamilton
Dare, Kayla	Health Professional (RN)	Hamilton
Gellerstedt, Sabrina	Paraprofessional	High School
Hansen, Amanda	Health Professional (RN)	Hamilton
Hunt, Cynthia	Paraprofessional	High School
Hull, Elizabeth	Paraprofessional	Hamilton
Jackson, Pamela	Health Professional (RN)	Hamilton
Larson, Connie	Paraprofessional	Hamilton
Lofgren, Stephanie	Paraprofessional	Hamilton

Lopez, Baily	Paraprofessional	Hamilton
Lopez, Carrie	Paraprofessional	High School
Luzano, Kelly	Paraprofessional	Hamilton
Mock, Jennifer	Health Professional (RN)	Hamilton
Neal, Tammy	Paraprofessional	Hamilton
Padilla, Ashley	Paraprofessional	Hamilton
Pancrazio, Jennifer	Health Professional (RN)	Hamilton
Self, Meggan	Paraprofessional	Hamilton
Stevens, Shayna	Paraprofessional	Hamilton
Wiley, Penny	Paraprofessional	Hamilton
Witherspoon, Conni	Paraprofessional	High School

- 2) the employment of the following named educational support personnel for the Traditional Summer Learning Program with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Bowman, Theresa	Paraprofessional	Skip-a-Long
Covington, John	Paraprofessional	Springbrook
Ross, Jamie	Paraprofessional	Boys & Girls Club

- 3) the employment of the following named educational support personnel for Moline High School Summer Learning Program with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>
Adams, Christine	Paraprofessional
Avila, Kelli	Health Professional (RN)
Anderson, Julie	Administrative Assistant
Blackert, Jamie	Health Professional (RN)
Brotherton, Jessica	Health Professional (RN)
Carnahan, Dawn	Health Professional (RN)
Dare, Kayla	Health Professional (RN)
Finch, Julia	Paraprofessional
Hansen, Amanda	Health Professional (RN)
Jackson, Pamela	Health Professional (RN)
Lauer, Kathryn	Paraprofessional
Mock, Jennifer	Health Professional (RN)
Ohlsen, Lisa	Security
Pancrazio, Jennifer	Health Professional (RN)
Poston, Stephanie	Substitute Administrative Assistant
Reaves, Darrick	Security
Sanchez, Rick	Substitute Security
Spirewka, Kate	Paraprofessional
Witherspoon, Conni	Paraprofessional

- 4) the appointment of the following named educational support personnel to Lights on for Learning Summer Program at Moline High School with wages according to District policy:

<u>Name</u>	<u>Position</u>
-------------	-----------------

Bargren, Mary Paraprofessional

**G. Transfer/Reassignment**

- 1) the transfer of Ana Alvarez from the 1st Shift Custodial position at Hamilton to the 1st Shift Custodial position at Franklin, effective July 1, 2024.
- 2) the transfer of Kristofor Beck from 2nd Shift Cafeteria/Kitchen Custodial position at Moline High School to the 1st Shift Custodial position at Hamilton, effective July 1, 2024.

**H. Resignation/Termination - Educational Support Personnel**

- 1) the resignation/termination from employment of the following named educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Mendoza, Erika	Lunchroom Aide	Hamilton	03/22/24
O'Hern, Jennifer	District Accountant	Allendale	06/17/24
Pitman, Alecia	Lunchroom Aide	Logan	04/12/24

- 2) the resignation/termination from employment of the following named substitute educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Mital, Shirley	Custodian	Varied	04/08/24

**I. Approval of Family Medical Leave Act - Educational Support Personnel**

that the Board of Education grant approval of a family medical leave for the following educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Oetgen, Debra	Custodian	Butterworth	Beginning 04/09/24 and lasting 60 days

**J. Resignation of Additional Stipend Duties - Educational Support Personnel**

the resignation of the following named educational support personnel for stipend position:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Stanley, Michele	Athletic Ticket Manager	High School	06/30/24

**K. Appointment to Differential Assignment - Non-Certified**

the temporary appointment of the following named non-certified staff member to differential assignment, effective for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Fortner, McKensie	Assistant Fall & Winter Cheer	High School
O'Brien, Ryleigh	Head Grade 7/8 Girls Soccer	John Deere
O'Brien, Ryleigh	Assistant Grade 7/8 Boys Soccer	John Deere
Ramirez, Andres	Head Grade 7/8 Boys Soccer	John Deere
Ramirez, Andres	Assistant Grade 7/8 Girls Soccer	John Deere

**L. Resignation from Differential Assignment - Non-Certified**

the resignation of the following named non-certified staff members from differential assignment, effective for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Scurlock, Kiersten	Assistant Fall & Winter Cheer	High School

**M. Payments for Board Approval**

approval of payments:

Fund 1 Educational	1,430,096.71
Fund 2 Operations & Maintenance	57,551.17
Fund 3 Debt Service	0.00
Fund 4 Transportation	14,294.76
Fund 5 Retirement	0.00
Fund 6 Capital Projects	202,867.55
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	4,320.56
Fund 9 Life Safety Code	3,067.50
Fund 10 Group Insurance	16,915.79
Fund 11 Student Activity	<u>12,557.50</u>
<b>TOTAL</b>	<b>1,741,671.54</b>

**See Attachment No. 1.**

**N. Freedom of Information Act Requests**

- 1) Two amended Freedom of Information Act requests were received from Kyle Bales of KWQC-TV6, requesting an email sent to school board member Jason Farrell on April 1, 2024, and any and all notes, emails, correspondence to or about Jason Farrell from March 27, 2024 to April 8, 2024. The District has responded to this request.
- 2) An amended Freedom of Information Act request was received from Mathew Christopher Harris to expand the search dates of requested emails to include April 24, 2023 to April 1, 2024. The District has responded to this request.

O. **Acceptance of Gifts**

A donation in the amount of \$1,000 from the Moline Rotary Foundation to be used to support the purchase of books for the 2nd Grade author visit.

P. **Facility Usage Request Recommended for Approval Subject to Compliance with Board of Education Policy 8:20**

- 1) Bartlett Performing Arts Center by Turning Pointe Dance Studio for two performances on Sunday, May 5, 2024 from 1:00 p.m. until 6:30 p.m. Building rental fees as stated in the contract. **Please note that Sunday use is an exception to Board Policy.**
- 2) Holmgren Field at Moline High School by Moline Legion Baseball for home games and practices. Practice will be held weekdays starting June 10, 2024 from 2:00 p.m. until 4:00 p.m. Home games will be held June 11, 12, 21, 25, 26, and July 5, and 9 starting at 5:30 p.m. A double header will be held on July 6, 2024 starting at 12:00 p.m. Compensation to be received only if custodial services are required as a result of their program. Custodial fees will be billed in the amount of \$54.00 per hour.
- 3) Bartlett Performing Arts Center by US Coast Guard Band for a performance on Saturday, June 29, 2024 from 4:00 p.m. until 10:00 p.m. Building rental fees as stated in the contract.
- 4) Bartlett Performing Arts Center by Academy for the Performing Arts for a performance on Saturday, December 7, 2024 from 10:00 a.m. until 3:00 p.m. Building rental fees as stated in the contract.

Q. **Approval to Purchase - A/V Equipment for Jane Addams Gymnasium - Bradfield's Inc.**

that the Board of Education approve the purchase of a projector, corresponding mounting hardware, audio, and labor for the Jane Addams Gymnasium from Bradfield's Inc., Peoria, Illinois, for a total cost of \$11,100. **See Attachment No. 2.**

R. **Approval to Purchase - Interactive SMART Panels for Washington - Bradfield's Inc.**

that the Board of Education approve the purchase of 13 SMART interactive panels for Washington Elementary from Bradfield's Inc., Peoria, Illinois, for a total cost not to exceed \$31,000. **See Attachment No. 3.**

S. **Approval to Purchase - Interactive SMART Panels for Hamilton - Bradfield's Inc.**

that the Board of Education approve the purchase of 23 SMART interactive panels for Hamilton Elementary from Bradfield's Inc., Peoria, Illinois, for a total cost not to exceed \$46,600. **See Attachment No. 4.**

**T. Approval to Purchase - John Deere Middle School Wrestling Mats**

that the Board of Education approve the purchase of wrestling mats for John Deere Middle School from Dollamur Sports Surfaces, Fort Worth, Texas for a total cost not to exceed \$15,000. **See Attachment No. 5.**

**U. Approval of Vibrant Coffeehouse & Kitchen Logo Use Agreement**

that the Board of Education approve the logo use agreement with Vibrant Coffeehouse & Kitchen, Moline, Illinois. **See Attachment No. 6.**

**V. Award of Bid - Wilson Auditorium Ceiling Improvements**

that the Board of Education award the bid for the Wilson Auditorium Ceiling improvements to Scott Painting & Decorating, Rock Island, Illinois, in the amount of \$17,000. **See Attachment No. 7.**

**W. Award of Bid - Wilson Fire Alarm System Improvements**

that the Board of Education award the bid for the Wilson Fire Alarm System improvements to Koehler Electric, Davenport, Iowa, in the amount of \$288,700. **See Attachment No. 8.**

**X. Amended Vendor for Award of Bid - Moline High School Physical Education Center Bleachers**

that the Board of Education award the bid for the six portable bleachers as described above to J&D Enterprises, Crystal Lake, Illinois, in the amount of \$18,994. **See Attachment No. 9.**

*Recommended Motion:* that the Board of Education approve the actions contained in Consent Agenda Items **B6** as presented:

**B. Employment - Summer School - Certified Staff**

- 6) the employment of the following named certified staff members for the Jump Start Summer Learning Program with wages as determined in accordance with established rates of pay:

<u>Name</u>	<u>Position</u>	<u>Location</u>
McMillion, Beth	Teacher	Butterworth
Bennison, Jenna	Teacher	Franklin
Carpenter, Bailey	Teacher	Franklin

Roman, Sarah	Teacher	Franklin
Wallarab, Cammi	Teacher	Franklin
Comp, Becky	Teacher	Hamilton
Crawford, Amy	Teacher	Hamilton
Ehlers, Emily	Teacher	Hamilton
Frederick, Jenna	Teacher	Hamilton
Stuedemann, Erin	Teacher	Hamilton
Teed, Sarah	Counselor	Hamilton

TO: Members of the Board of Education

FROM: Dr. Matt DeBaene, Assistant Superintendent for Secondary Teaching and Learning *MD*  
Craig Reid, Director for Technology

DATE: April 18, 2024

SUBJECT: Purchase A/V Equipment for Jane Addams Gymnasium - Bradfield's Inc.

Reason for Board Consideration: Board of Education approval is required.

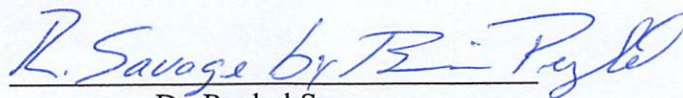
Action Necessary: Approval to purchase displays and corresponding components is requested.

Facts: Jane Addams Elementary has budgeted Federal Title I funds to equip its gymnasium with a projector and sound system. This space will be used for collaboration and large meetings as needed. The purchase includes a high-powered projector for large rooms and a sound system to amplify presentations. The projector will be stationary, mounted to the ceiling, and protected by a cage.

Cost: Bradfield's Inc., Peoria, Illinois, provided the lowest response for the projector and sound system. The total cost, to include all hardware and labor, is \$11,100. The entire cost for this project has been budgeted through Federal Title I Grant funds allocated to Jane Addams Elementary.


Recommended Action: That the Board of Education approve the purchase of a projector, corresponding mounting hardware, audio, and labor for the Jane Addams Gymnasium from Bradfield's Inc., Peoria, Illinois, for a total cost of \$11,100.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

TO: Members of the Board of Education

FROM: Dr. Matt DeBaene, Assistant Superintendent for Secondary Teaching and Learning   
Craig Reid, Director for Technology

DATE: April 18, 2024

SUBJECT: Purchase of Interactive SMART Panels for Washington - Bradfield's Inc.

Reason for Board Consideration: Board of Education approval is required.

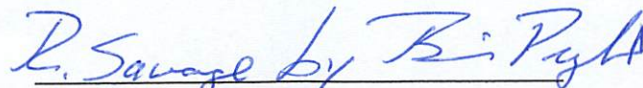
Action Necessary: Approval to purchase interactive SMART panels for Hamilton Elementary is requested.

Facts: The SMART Boards and projectors at Washington Elementary School have reached their life cycle and are scheduled for replacement. By implementing SMART panels specifically, the district can still utilize its SMART software integration and continue to provide interactivity in the classroom. The SMART interactive panels are an all-in-one solution and no longer require a separate projector.

Cost: An Illinois Technology Purchase Program (ILTPP) request was submitted with six responses for thirteen classrooms. The lowest came from Bradfield's Inc. in Peoria, Illinois, at a cost of \$31,000 and includes an extended warranty. The entire cost for these interactive displays is budgeted through Federal Title I and Title IV Grant funds.

Recommended Action: That the Board of Education approve the purchase of 13 SMART interactive panels for Washington Elementary from Bradfield's Inc., Peoria, Illinois, for a total not to exceed \$31,000.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

<b>Vendor</b>	<b>Model</b>	<b>Total Cost</b>
<b><i>Bradfield's</i></b>	<b><i>GX-075</i></b>	<b><i>31,000</i></b>
Bradfield's	GX-065 <sup>1</sup>	24,000
Bradfield's	MX-075	42,000
Bytespeed	Opotma	40,000
CDW	MX-075	41,000
Bytespeed	Promethean	58,000

<sup>1</sup>Smaller than existing displays.

TO: Members of the Board of Education

FROM: Dr. Matt DeBaene, Assistant Superintendent for Secondary Teaching and Learning *MD*  
Craig Reid, Director for Technology

DATE: April 18, 2024

SUBJECT: Purchase of Interactive SMART Panels for Hamilton - Bradfield's Inc.

Reason for Board Consideration: Board of Education approval is required.

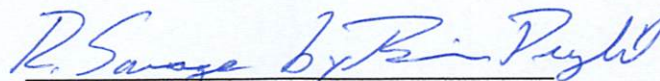
Action Necessary: Approval to purchase interactive SMART panels for Hamilton Elementary is requested.

Facts: The SMART Boards and projectors at Hamilton Elementary School were purchased when the school was renovated and are now due for replacement. This project was started in 2022, leaving the remaining 23 classrooms. By implementing SMART panels specifically, the district can still utilize its SMART software integration and continue to provide interactivity in the classroom. The SMART interactive panels are an all-in-one solution and no longer require a separate projector.

Cost: An Illinois Technology Purchase Program (ILTPP) request was submitted with six responses. The lowest came from Bradfield's Inc. in Peoria, Illinois, at a cost of \$46,600 and includes an extended warranty. The entire cost for these interactive displays is budgeted through Federal Title I and Title IV Grant funds.

Recommended Action: That the Board of Education approve the purchase of 23 SMART interactive panels for Hamilton Elementary from Bradfield's Inc., Peoria, Illinois, for a total cost not to exceed \$46,600.

Approved for Submission to the Board of Education




Dr. Rachel Savage  
Superintendent of Schools

<b>Vendor</b>	<b>Model</b>	<b>Total Cost</b>
<b><i>Bradfield's</i></b>	<b><i>GX-075</i></b>	<b><i>\$46,600</i></b>
Bradfield's	GX-065 <sup>1</sup>	\$35,000
Bradfield's	MX-075	\$69,000
Bytespeed	Optoma	\$58,000
CDW	MX-075	\$71,000
Bytespeed	Promethean	\$91,000

<sup>1</sup>Smaller than existing displays.

TO: Members of the Board of Education

FROM: Dr. Matt DeBaene, Assistant Superintendent for Secondary Teaching and Learning 

DATE: April 18, 2024

SUBJECT: Approval for Purchase of John Deere Middle School Wrestling Mats

Reason for Board Consideration: Board of Education approval is required.

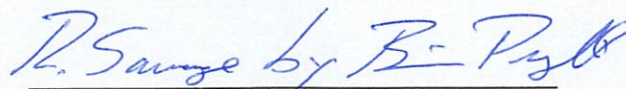
Action Necessary: Board of Education approval is requested to purchase wrestling mats for John Deere Middle School

Facts: John Deere Middle School is in need of a new wrestling mat. While investigating a new wrestling mat for Moline High School, the team also kept in mind this need for John Deere Middle School.


Cost: The total cost of the purchase is not to exceed \$15,000 which includes the mats, customization, and a connecting tapeless feature from Dollamur Sports Surfaces of Fort Worth, Texas. Donations from Roof Doctors and Point Electric along with budget dollars from the middle school athletic fund, the John Deere Middle School building fund, and the high school athletic office are covering the cost of this new mat.

Recommended Action: That the Board of Education approves the purchase of wrestling mats for John Deere Middle School from Dollamur Sports Surfaces, Fort Worth, Texas for a total cost not to exceed \$15,000.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

TO: Members of the Board of Education  
FROM: Vince Gallo, Chief Financial Officer   
DATE: April 18, 2024  
SUBJECT: Approval of the Vibrant Coffeehouse & Kitchen agreement

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to sell apparel with the Moline logo at the Vibrant Coffeehouse & Kitchen.

Facts: There is a possibility of partnering with Vibrant Coffeehouse & Kitchen to introduce a new line of apparel featuring the Moline logo. Our District has long been dedicated to promoting and celebrating everything that makes Moline special, and we believe that collaborating with Vibrant Coffeehouse & Kitchen presents an excellent opportunity to further showcase our District's identity.

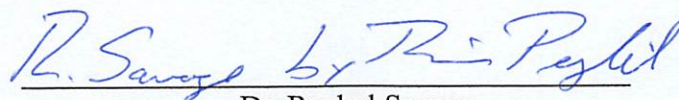
Incorporating the Moline logo into apparel lines sold at Vibrant Coffeehouse & Kitchen will offer patrons another opportunity to support a local business and our schools. Our proposed partnership would involve the design, production, and distribution of a range of high-quality apparel items all featuring the iconic Moline high school logo.

In addition to enhancing the overall experience for patrons of Vibrant Coffeehouse & Kitchen, this partnership would also provide valuable exposure for both of our organizations. The District would receive 10% of profits from the sale of all apparel featuring our logo. These profits will be evenly distributed to the high school athletic programs.

Cost: There is no cost associated with this agreement, the District will receive 10% of all profits from the sale of this apparel.

Recommended Action: That the Board of Education approve the logo use agreement with Vibrant Coffeehouse & Kitchen Moline, Illinois.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

TO: Members of the Board of Education

FROM: Vincent Gallo, Chief Financial Officer  
Keith Karstens, Director of Facilities

DATE: April 18, 2024

SUBJECT: Award of Bid – Wilson Auditorium Ceiling Improvements

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested.

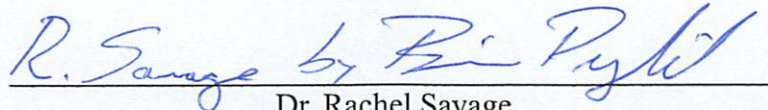
Facts: Specifications were prepared and issued by Legat Architecture, Inc., Moline, IL for the 2024 Wilson Auditorium ceiling repairs. Bids were received on April 12, 2024. The bids are as shown on the attached tabulation.

The existing auditorium ceiling shows several areas of water damage. During the summer of 2023, the roof above the auditorium was able to be replaced with Health Life Safety funds. With that complete, the damaged area of the ceiling is ready to receive much needed improvements. Therefore, it is the recommendation of the administration that the Board of Education award the contract for Wilson Auditorium Ceiling improvements to the lowest qualified bidder, as identified.

Cost: The total cost is \$17,000, and will be supported through the Health Life Safety Fund (Fund 9).

Recommended Motion: That the Board of Education award the bid for the Wilson Auditorium Ceiling improvements to Scott Painting & Decorating, Rock Island, Illinois, in the amount of \$17,000.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

April 18, 2024

Attachment No. 7


Moline-Coal Valley School District

04/22/24 Brd. Mtg.

Wilson Auditorium Ceiling repairs

<b>Bidder</b>	<b>Base Bid</b>		<b>Lowest Bid Awarded</b>
Scott Painting & Decorating	\$17,000		\$17,000
BCCS	\$27,475		\$27,475
Lowest Qualified Bidder			\$17,000

TO: Members of the Board of Education

FROM: Vincent Gallo, Chief Financial Officer   
Keith Karstens, Director of Facilities

DATE: April 18, 2024

SUBJECT: Award of Bid – Wilson Fire Alarm Improvements

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested.

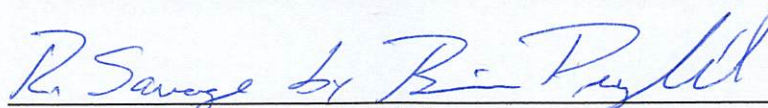
Facts: Specifications were prepared and issued by Legat Architecture, Inc., Moline, IL for the 2024 Wilson Fire Alarm Improvements. Bids were received on April 12, 2024. The bids are as shown on the attached tabulation.

The existing fire alarm system was installed in the early 1990's. Due to the age and condition of the current fire alarm system, and because replacement parts for repair have become far less available, improvements are necessary. This project will bring the fire alarm system up to the current NFPA 72 Code compliance. Therefore, it is the recommendation of the administration that the Board of Education award the contract for Wilson Fire Alarm System improvements to the lowest qualified bidder, as identified.

Cost: The total cost is \$288,700, and will be supported through the Health Life Safety Fund (Fund 9). This project also qualified for and will receive a \$50,000 maintenance grant after the completion of the project.

Recommended Motion: That the Board of Education award the bid for the Wilson Fire Alarm System improvements to Koehler Electric, Davenport, Iowa, in the amount of \$288,700.

Approved for Submission to the Board of Education




Dr. Rachel Savage  
Superintendent of Schools

April 18, 2024		Attachment No. 8
Moline-Coal Valley School District		04/22/24 Brd. Mtg.
Wilson Fire Alarm Improvements		

<b>Bidder</b>	<b>Base Bid</b>	<b>Lowest Bid Awarded</b>
Tri-City electric Co.	\$344,955	\$344,955
Koehler Electric	\$288,700	\$288,700
Rock River Electric Inc.	\$393,447	\$393,447
Lowest Qualified Bidder		\$288,700

TO: Members of the Board of Education

FROM: Vincent Gallo, Chief Financial Officer   
Keith Karstens, Director of Facilities

DATE: April 18, 2024

SUBJECT: Amended Vendor for Award of Bid - Moline High School Physical Education Center Bleachers

Reasons for Board of Education Consideration: Board of Education approval is required.

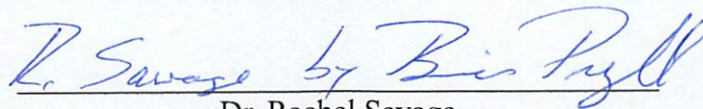
Action Necessary: Board of Education approval is requested.

Facts: Quotes were requested for six (6) portable, 3-row, 27' long, tip-n-roll bleachers. The purpose of these bleachers is for student seating in the Moline High School Physical Education Center. Therefore, it is the recommendation of administration that the Board of Education award the bid for the six (6) portable, 3-row, 27' long, tip-n-roll bleachers to the lowest qualified bidder, as identified in the attached bid tabulation.

Cost: The total cost is \$18,994, and will be paid through the Moline High School Furniture Fund (Fund 2).

Recommended Motion: That the Board of Education award the bid for the six portable bleachers as described above to J&D Enterprises, Crystal Lake, Illinois, in the amount of \$18,994.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

April 22, 2024

Attachment No. 9

Moline-Coal Valley School District No. 40

04/22/24 Brd. Mtg.

Bleachers for MHS Physical Education Center


<b>Bidder</b>	<b>Bleachers</b>		<b>Lowest Bid Awarded</b>
BSN Sports, Dallas TX	\$19,260		\$19,260
J&D Enterprises, Crystal Lake, IL	\$18,994		\$18,994

**8. Approval of the Coordinator of Multilingual Learners (ML) & Early Childhood Programs Position**

41

*Recommended Action:* that the Board of Education approve the new Coordinator of Multilingual Learners (ML) & Early Childhood Programs position, effective at the beginning of the 2024-2025 school year. **See Attachment No. 10.**

TO: Members of the Board of Education

FROM: Dr. Rachel Savage, Superintendent  
Dr. Brian Prybil, Deputy Superintendent   
Mr. Todd DeTaeye, Assistant Superintendent for Administration and Human Resources

DATE: April 18, 2024

SUBJECT: Approval of the Coordinator of Multilingual Learners (ML) & Early Childhood Programs Position

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to create the new Coordinator of Multilingual Learners (ML) & Early Childhood Programs position.

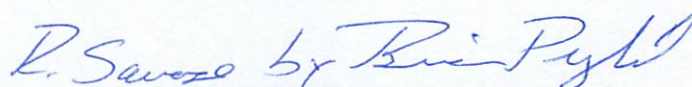
Facts: As a function of being good stewards of taxpayer dollars, the district annually evaluates administrative positions and associated funding as well as to what degree those positions align to the needs of students in our schools. There is currently a need to add additional district level administrative support and coordination in the area of Early Childhood Education, however the need does not rise to the level of another full-time position. In the continued spirit of fiscal responsibility, the recommendation is to include Early Child Coordination together with Multilingual Learner Coordination.

Although this is technically a new title and new job description, it will not be a new employee. The intention is to add Early Childhood coordination duties to the current Coordinator of Multilingual Learners.

Cost: This is a shifting of current staffing and job duties for the 2024-2025 school year. As such, there is no projected additional cost to the District.

Recommended Action: That the Board of Education approve the new Coordinator of Multilingual Learners (ML) & Early Childhood Programs position, effective at the beginning of the 2024-2025 school year.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

### **General School Administration**

#### **Job Description – Coordinator of Multilingual Learners (ML) & Early Childhood Programs**

Reports to: Assistant Superintendent for Secondary Teaching & Learning  
Director for Elementary & Instructional Programs

#### **Qualifications**

The Coordinator of ML & Early Childhood Programs shall hold a valid Illinois Professional Educator License with an administrative endorsement. Additionally, the Coordinator of ML & Early Childhood Programs shall hold a Bilingual Program Director endorsement. This individual also shall possess the personal characteristics necessary to work collaboratively with District staff.

#### **Duties and Responsibilities:**

The Coordinator of ML & Early Childhood Programs shall be responsible to the Assistant Superintendent for Secondary Teaching and Learning and the Director for Elementary & Instructional Programs. This individual shall have responsibility to assist with all aspects of curriculum, instruction, and assessment for the education program. All qualifications are considered essential to fulfill the requirements of the position of Coordinator of ML & Early Childhood Programs. The following positions shall report to the Coordinator of ML & Early Childhood Programs:

- Curriculum, Teaching and Learning Office Administrative Assistants
- District Multilingual Specialists (ML)

The Coordinator of Multilingual Learners (ML) & Early Childhood Programs is a 10-month position.

Specific duties and responsibilities are as follows:

- A. Adheres to the Board of Education policies and procedures.
- B. Strives to implement, by the performance of job responsibilities, the district's philosophy of education and instructional goals and objectives.
- C. Assists, in cooperation with the building principal, the Assistant Superintendent for Secondary Teaching and Learning, and the Director for Elementary and Instructional Programs, in the screening, interviewing and recommending of personnel for the ML/Bilingual and Early Childhood programs.
- D. Assists the building principals, the Assistant Superintendent for Secondary Teaching and Learning, and the Director for Elementary and Instructional Programs, with the training of new staff, evaluation of personnel and development of remediation programs of personnel as needed.
- E. In cooperation with the building principal, the Assistant Superintendent for Secondary Teaching and Learning, and the Director for Elementary and Instructional Programs, approves the placement of all student teachers assigned to the ML/Bilingual and Early Childhood programs.

- F. Assists the Assistant Superintendent for Secondary Teaching and Learning, and the Director for Elementary and Instructional Programs, in the preparation of the budget and in reimbursement claims.
- G. Schedules and holds regular meetings with the Assistant Superintendent for Secondary Teaching and Learning, the Director for Elementary and Instructional Programs, ML/Bilingual staff, and Early Childhood staff.
- H. Coordinates ordering and dissemination of all test materials for ML/Bilingual programs throughout the district.
- I. Coordinates and trains all ML/Bilingual program staff with use of testing material related to special education.
- J. Coordinates and assists with all ML/Bilingual testing throughout the district.
- K. Organizes, develops and provides training material for all staff/administration regarding services as related to the ML/Bilingual and Early Childhood programs.
- L. Assists Assistant Superintendent for Secondary Teaching and Learning, and the Director for Elementary and Instructional Programs, with the coordination of interpreter services throughout the district.
- M. Reviews and develops ML/Bilingual policy and procedures manual.
- N. Strives to maintain and improve professional competence.
- O. Meets accepted standards of the Professional Code of Ethics.
- P. Coordinate in the program oversight of regular education and coordinate applications, implementations and evaluations of federal or state programs and/or grants in the District's regular education program.
- Q. Performs other reasonable duties as may be assigned by the Assistant Superintendent for Secondary Teaching and Learning, and the Director for Elementary and Instructional Programs, that the employee is qualified to perform.

***All qualifications are considered essential to fulfill the requirements for the position of Coordinator of Multilingual Learners (ML) & Early Childhood Programs.***

*The statements in this job description are intended to describe the general nature and level of the work to be performed by (an) individual(s) assigned to this position. They are not an exhaustive list of all duties and responsibilities related to the position. This job description will be reviewed periodically as duties*

*and responsibilities change with business necessity and School Board Policy and procedures. Essential and marginal job functions are subject to modification.*

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

Adopted: May 7, 2007


Revised: March 2016, March 2020, April 2024

**9. Approval of Shifting Job Positions, New Job Descriptions, and Salary Percentages - Educational Technology Department (EdTech)**

46

*Recommended Motion:* that the Board of Education accept the administration's recommendations for the departmental job shifting, percentage addition, percentage increases, and Network Technician Job Description, as presented. **See Attachment No. 11.**

**TO:** Members of the Board of Education

**FROM:** Dr. Matt DeBaene, Assistant Superintendent for Secondary Teaching and Learning   
Craig Reid, Director for Technology

**DATE:** April 18, 2024

**SUBJECT:** Rationale for Shifting Job Positions, New Job Descriptions, and Salary Percentages - Educational Technology Department (EdTech)

**Reason for Board Consideration:** Board of Education approval is required.

**Action Necessary:** Board of Education approval is requested to approve shifting job, new job description, and salary percentages.

**Facts:** Our current User Support Specialist will retire in September 2024. The person currently in this role has a unique and advanced role in the Educational Technology Department that will be hard to fill with an entry-level candidate. This person's role includes managing our virtual server environment, enterprise backup solution, Windows Server environment, and malware/antivirus centralized system (currently Malwarebytes).

The Director for Technology provided District leadership with a proposal that would fill the need for a dedicated network technician while reducing the Educational Technology Staff by one FTE. This proposal modernizes the roles and responsibilities required to manage an enterprise-level infrastructure and more clearly aligns these roles and responsibilities for our advanced technicians. It also provides additional technology support during the summer months to help support LEAD Moline.

The following summarizes the EdTech job shift proposal and associated salary implications.

1. Move our current EdTech Administrative Assistant, to a User Support Specialist role.
2. Change the title of the Educational Technology Team Leader to Systems Analyst and increase the salary differential to 15% from 7%. The salary increase will align with additional advanced technical roles.
3. Increase the salary differential for the current Systems Analyst position to 15% from 11%. The increase will align with additional advanced technical roles vacated.
4. Convert the current User Support Specialist position to a new position titled Network Technician and include a salary differential of 7%. This new position will align with the need to add a dedicated network engineer for our physical and wireless infrastructure. (Please see Attachment 1: Network Technician Job Description.)
5. Increase the number of working days for two Educational Technology Paras at the

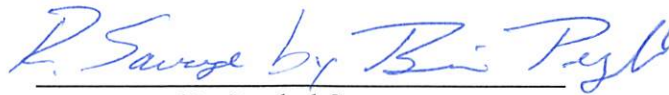
middle school helpdesks from 160 to 220. This will align all four Educational Technology Paras to a single 220-day calendar and provide additional technical support during the summer.

6. Remove the Educational Technology Administrative Assistant position (1 FTE).

Cost: Additional percentage additions and increases are offset by the elimination of the current Educational Technology Administrative Assistant position (1 FTE).

Recommended Motion: That the Board of Education accept the administration's recommendations for the departmental job shifting, percentage addition, percentage increases, and Network Technician Job Description, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

## JOB DESCRIPTION

### **Educational Technology: Network Technician**

Reports to: Director for Technology

No Supervision Duties

#### Qualifications

**JOB SUMMARY:** The Network Technician should have formal training and experience with installing, configuring, evaluating, troubleshooting, monitoring, and maintaining physical, wireless, and telecommunication networks. This individual should be self-motivated and able to complete complex tasks on time and without direct supervision. This person should have good interpersonal skills and be able to relate readily to others. This individual should be willing and able to supervise and instruct others in the operation of the district's network infrastructure (switching, routing, IP phones) and the district's general procedures. The demands of this position may require flexible working hours, including nights and weekends. In addition, this person shall possess the personal characteristics and ability to work closely and cooperatively with district staff.

#### Duties and Responsibilities

The Network Technician will report directly to the Director for Technology. This individual will work closely with users throughout the District as well as external stakeholders. All qualifications and duties are considered essential to fulfill the requirements for the position of Network Technician. The duties and responsibilities are as follows:

1. Document the District's network infrastructure.
2. Experience working with and troubleshooting an extensive variety of hardware and software technologies including, but not limited to:
  - a. **Network Hardware:** Servers, routers, switches, IP telephony, wireless access points (and controllers), IP protocols, and basic network topologies.
  - b. **Network Software:** IP documentation, topology documentation, server operating systems, surveillance system, IP telephony management, patch management.
3. Ability to take immediate action, seeking assistance when necessary in response to emergency and outage situations.
4. Ability to multitask, adapt to changing priorities, and meet inflexible deadlines.
5. Willingness to learn and adapt to new systems and procedures.

6. Review and apply infrastructure software and firmware updates to keep current with security patches and vulnerabilities.
7. Must be able to lift/transport up to 40 lbs.
8. Must have a valid driver's license, proof of active insurance, and reliable transportation for travel to district locations (mileage is reimbursed).
9. Monitor the District's network infrastructure and proactively mitigate issues that could cause network loss.
10. Assist in the administration of the District's servers.
11. Maintain documentation and create additional or supplemental documentation as necessary.
12. Project manage centralized and large-scale infrastructure deployments in collaboration with the Director of Technology to include recommending systems, designating support, and project completion.
13. Participate in training on computer operations as needed and attend user group meetings when appropriate.
14. Coordinate operations with the Director for Technology
15. Work directly with external district stakeholders, including the community, parents, and vendors.
16. Perform other duties as may be assigned by the Director for Technology, which the Network Technician is qualified to perform.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works in an office environment where the noise level is moderate. Occasional travel for the school district may also be required.

Employee Acknowledgment \_\_\_\_\_ Date \_\_\_\_\_

The above statements reflect the general details necessary to describe the principle functions of the occupation described and shall not be construed as a detailed description of all the work requirements that may be inherent in the occupation.

EdTech Job Statements


1. Approval to increase the number of working calendar days for the middle school Educational Technology Paraprofessionals.
  - a. That the Board of Education approve the increase of working calendar days for Charles Moore (John Deere) and Michele Stanley (Wilson) from 160 days to 220 days to align with the high school Educational Technology Paraprofessional positions, effective July 1, 2024.
2. Reassignment/Transfer - Educational Technology Administrative Assistant
  - a. That the Board of Education approve the reassignment of Carrie Allison, Educational Technology Administrative Assistant, to User Support Specialist on the TC260 salary schedule, column CBA15, row 1, effective July 1, 2024. The administrative assistant position is not to be filled.
3. Approval to create a new Network Technician position and job description - Educational Technology Department
  - a. That the Board of Education approve a new position within the Educational Technology Department called Network Technician with a 7% salary index effective July 1, 2024. See Attachment # (TBD)
4. Reassignment/Transfer - Educational Technology User Support Specialist
  - a. That the Board of Education approve the reassignment of Jim Bailey, User Support Specialist, to the position of Network Technician with a salary index of 7%, effective July 1, 2024.
5. Approval of increased salary index for Educational Technology Systems Analyst
  - a. That the Board of Education approve the increase in the salary index for the Systems Analyst position from 11% to 15%
6. Reassignment/Transfer - Educational Technology Team Leader
  - a. That the Board of Education approve the reassignment of Scott Colter from Educational Technology Team Leader to the position of Systems Analyst with a salary index of 15%, effective July 1, 2024. The Team Leader position will be removed.
7. Reassignment/Transfer - Educational Technology System Analyst
  - a. That the Board of Education approve the reassignment of Greg Green from Systems Analyst to the updated Systems Analyst position with a salary index of 15%, effective July 1, 2024.

**10. Approval of Data Sharing Agreement with United Way Quad Cities**

52

*Recommended Action:* that the Board of Education approve the data-sharing agreement with United Way Quad Cities so the district can participate in the regional study. **See Attachment No. 12.**

TO: Members of the Board of Education

FROM: Dr. Matthew DeBaene, Assistant Superintendent for Secondary Teaching and Learning 

DATE: April 18, 2024

SUBJECT: Data Sharing Agreement with United Way Quad Cities

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to enter into a data-sharing agreement with United Way Quad Cities

Facts: The purpose of the data sharing agreement is to facilitate the creation and maintenance of a master regional data set and linked individual-level data sets for the purpose(s) of conducting studies on behalf of school districts listed in the agreement. These school districts include Moline - Coal Valley, Bettendorf, Davenport, East Moline, North Scott, Pleasant Valley, Rock Island - Milan, and United Township. Saint Ambrose University on behalf of the United Way of Quad Cities utilizes the data to create cross-district analytical data sets so the region can better identify disparities, track student outcome measures, research, and/or evaluate on a regional basis. The study covered by this agreement continues for a minimum of ten years and is in effect from July 31, 2024, until July 31, 2034.

Cost: There is no cost associated with entering this agreement.

Recommended Action: That the Board of Education approve the data-sharing agreement with United Way Quad Cities so the district can participate in the regional study.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

## Master Data Sharing Agreement

between

**Bettendorf Community School District**

**Davenport Community School District**

**East Moline School District**

**Moline School District**

**North Scott School District**

**Pleasant Valley School District**

**Rock Island/Milan School District**

**United Township School District**

and

**Saint Ambrose University (on behalf of the ~~Achieve Quad Cities Partnership~~ United Way Quad Cities)**

### 1. PURPOSE AND INTENDED USE OF DATA SHARING.

- a. The purpose of this Master Data Sharing Agreement is to facilitate the creation and maintenance of a master regional data set and linked individual-level data sets for the purpose(s) of conducting studies on behalf of the school districts listed above (“the school districts”) in order to develop student individualized instruction and service plans, improve instruction, and/or develop, validate, or administer predictive tests.
- b. The value to the school districts for participating in ~~the a data warehouse~~ Data Exchange are:
  - i. To be able to coordinate data from multiple districts (and across the Illinois-Iowa border) to create regional data points for deeper analysis of community issues and possible solutions to those issues.
  - ii. To facilitate multi-year comparison studies and cohort tracking by keep community-wide measurements of core educational outcomes comparatively constant from year to year, even as district, state, and federal measurement practices change.
  - iii. To better track longitudinal educational outcomes for students even if they move from one district in the Quad Cities Area to another, as is typical of our lowest-income families.
- c. Participation in this Master Data Sharing Agreement on the part of the school districts entails providing individual-level and individually-identifiable data to Saint Ambrose University (“SAU”) for the purpose of creating cross-district analytical data sets for identifying disparities, tracking student outcome measures, research, and/or evaluation on a regional basis.
- d. SAU may request personally identifiable information from the school districts for entities and roles as described in the role-based access control in **Attachment A** to this Agreement. This

information may be used and compiled only for the purpose described in this Agreement and in order to evaluate and develop individualized instruction techniques and improve instructional methods.

- e. The study covered by this Master Data Sharing Agreement will ~~last~~ continue for a minimum of ten years from ~~first data collection~~ July 31, 2024, and data collected will be maintained during that time. The study may be extended after this date by agreement of participating parties.

**2. PERIOD OF AGREEMENT.** The period of this Agreement and of this study shall be in effect from ~~January 01, 2014~~ July 31, 2024 until ~~July 31, 2024~~ July 31, 2034, or until terminated in writing by any participating organization. It may be renewed by agreement of all parties.

### **3. DESCRIPTION OF DATA.**

- a. **FERPA Compliance.** Data shared with SAU under this Agreement shall be limited to the data elements specifically defined and authorized by the school districts as listed in this Agreement in accordance with the requirements of the Family Educational Rights & Privacy Act (FERPA), 20 USC 1232g. Specifically, the data will be shared under provision 20 U.S.C. § 1232g; 34 CFR Part 99 of FERPA “allows schools to disclose [protected] records, without consent, to . . . organizations conducting certain studies for or on behalf of the school.” The specific research questions which guide the ~~Data-Warehouse~~ Data Exchange project are listed in **Attachment H**.
- b. **Primary Data Set.** The data fields to be contributed by the school districts are listed in **Attachment B** to this Agreement and are heretofore referred to as the primary data set. The specific record and file format of the primary data set will be negotiated between designated representatives of the school districts and SAU. The school districts agree to make their best efforts to provide any updates to the primary data set in a consistent, agreed-upon record and file format.
- c. **Other Data Sources Eligible for Linkage.** Other agencies that have data eligible for linkage under this Agreement are listed in **Attachment C** to this Agreement (as Table Three).
- d. **Adding to the Primary Data Set.** Subject to applicable law, and provided there is mutual agreement of all the parties to this Agreement, content of the primary data set(s) may also include other education records mutually agreed upon by the school districts and SAU to be necessary and appropriate for the proper execution of this Master Data Sharing Agreement or any approved Data Use Agreement executed under this Master Data Sharing Agreement.

**4. TIMING AND FREQUENCY OF UPDATES.** The school districts agree to provide the data as specified in Attachment B to this Agreement with specific timing of updates to be negotiated between designated representatives of the school districts and SAU. The primary method of data sharing will be through an FTP upload of data in CSV format into the ~~Data-Warehouse~~ Data Exchange system.

**5. CUSTODIAL RESPONSIBILITY AND DATA STEWARDSHIP.** The parties mutually agree that SAU will be designated as the custodian of the linked data sets and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. Unless otherwise stated

or modified in this Agreement, data will be managed, linked, and stored as specified in **Attachment D** to this Agreement. SAU is not responsible for ensuring the internal or network security of the school districts or for any breaches of security occurring prior to the confirmed receipt of data. SAU is hereby informed and agrees that the school districts will release data under this Agreement only upon the condition that SAU will not disclose the information to any other party not listed on the FERPA Compliance Agreement signed forms (**Attachments E and F**) without the prior written consent of the parent/guardian or eligible student, except as otherwise stated herein, and will not use the information for any purpose other than the purpose for which the disclosure was made. Further, SAU agrees to fully cooperate with the school districts in the event that a parent or eligible student requests the opportunity to review their personally identifiable information that was disclosed to SAU. SAU also agrees to notify the relevant school district(s) in the event that a parent or eligible student submits a written request of SAU for a review of their personally identifiable information. For purposes of this Agreement and its attachments, “eligible student” means and includes a student 18 years or older or an emancipated student.

**6. ROLES AND RESPONSIBILITIES.** SAU agrees to provide appropriate staff support to execute its data stewardship, data management, and custodial responsibilities under this Agreement. The school districts agree to provide appropriate staff support to create and transmit to the data sets as specified in **Attachment B** to this Agreement.

- a. The following SAU staff members, or their successors, are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement, as described in **Attachment D – Section 1** to this Agreement

<b>Role</b>	<b>Name/Title</b>	<b>Contact Information</b>
SAU Data Steward	<del>Hong Wang, Assessment Research Analyst</del> <u>Sara Pearson, Data Analyst</u>	Email: <del>wanghong@sau.edu</del> <u>pearsonsara@sau.edu</u> Phone: 563-333-6167
SAU Data Steward	<u>Tracy Schuster-Matlock, Associate Vice President of Assessment &amp; Institutional Research</u>	Email: <u>matlocktracy@sau.edu</u> Phone: 563-333-6049

- b. The following person(s) or their successors will serve as primary contact(s) at SAU and the school districts for matters relating to the transfer and management of the school districts’ data:

<b>SAU Contact:</b>	<b>School Districts Contact:</b>
<del>Hong Wang, Assessment Research Analyst</del> <u>Sara Pearson, Data Analyst</u>	Bettendorf Community School District: <del>Robert Ogan</del> <u>Erin Pestka</u> Davenport Community School District: <del>Dawn Anderson-Rascher</del> <u>Joshua Sun</u> Davenport Diocese Catholic Schools: <u>Dr. Leland Morrison</u> East Moline School District: <del>Mike Asplund</del> <u>Charlie Ross</u> Moline-Coal Valley School District: <del>Clint Christopher</del> <u>Greg Green</u> North Scott Community School District: <del>Mary McCleary</del> <u>Al Nelson</u> Pleasant Valley Community School District: <del>Ladonna Czachowski</del> <u>Molly Muller</u> Rock Island/Milan School District: <del>Mike Breidenstein</del> <u>Melanie</u>

	<u>Lloyd</u> United Township School District: Tim Arnett
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- c. Principal Investigator(s) or Lead Data Analyst(s) conducting research and evaluation are listed in **Attachment D** to this Agreement. Their role in relation to covered data is described in **Attachment E – Section 1** to this Agreement (“**Standard Data Transfer, Use and Management Protocols for Identifiable and Linked Community Databases**”). In addition, Principal Investigator(s) or Lead Data Analyst(s) may involve one or more student research assistants, working under the close supervision of the Principal Investigator(s) or Lead Data Analyst(s), to assist in a support role with various tasks under this Agreement and any approved Data Use Agreements executed under this Agreement.
- d. The following person(s) or their successors will serve as primary contact(s) at SAU and the school districts for matters relating to the administration of this Master Data Sharing Agreement:

SAU Contact:	School Districts Contact:
<del>Dr. Paul Koch</del> <del>VP Academic and Student Affairs</del> <del>St. Ambrose University Tracy</del> <del>Schuster-Matlock, Associate Vice</del> <del>President of Assessment &amp;</del> <del>Institutional Research</del>	Bettendorf Community School District: <del>Dr. Theon Schutte</del> <u>Michelle Morse</u> , Superintendent Davenport Community School District: <del>Dr. Arthur W. Tate</del> <u>T.J. Schneekloth</u> , Superintendent East Moline School District: <u>Dr. Kristin</u> <u>Humphries</u> , Superintendent Moline School District: <u>Rachel Savage</u> <del>Dr. David Moyer</del> , Superintendent North Scott Community School District: <del>Jeff</del> <del>Schwiebert</del> <u>Joe Stutting</u> , Superintendent Pleasant Valley Community School District: <del>Dr. James Spelhaug</del> <u>Brian Strusz</u> , Superintendent Rock Island/Milan School District: <del>Dr. Michael</del> <del>Oberhaus</del> <u>Lanty McGuire</u> , Superintendent United Township School District: Dr. Jay Morrow, Superintendent

**7. PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT.** All data shared as part of this Agreement and any related Data Use Agreements remains the property

of the original source of that data, in accordance with **Attachment B**. This Agreement represents and warrants further that data covered under this Agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as: (1) specified herein; (2) approved in an executed Data Use Agreement; (3) otherwise authorized in writing by the original data source; or (4) required by law. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Each person who is authorized to access personally identifiable information shall sign **Attachment F** acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data. Notwithstanding these exceptions, SAU understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the education records it receives from the school districts to any other party not listed on the FERPA Compliance Agreement signed forms (**Attachment E**) without the prior written consent of the parent or eligible student, and SAU understands and agrees that it will not use the information for any purpose other than the purpose for which the disclosure was made. SAU also agrees and understands that the school districts shall receive written notice of any use or disclosure made with such consent.

- a. **Authorized Linkage and Data Transfers of School District Data for Studies.** Access to limited identifiable student data will be restricted to staff members and administrators with a legitimate educational need to know (as specified in **Attachment A and E** to this Agreement). No individual may be provided access to personally identifiable student data unless he or she agrees and signs the Confidentiality Agreement at Attachment F.
- b. **Temporary Hold on Protected Data.** At any time, either the Superintendent or Data Steward from a participating district may request an immediate hold on use of any protected data by the Data Managers. This request may be made to SAU's VP of Academic and Student Affairs, the ~~Data Warehouse~~Data Exchange Principal Investigator(s) or Lead Data Analyst(s), or to the duly-appointed representative of the third-party software vendor licensed by SAU to store ~~Data Warehouse~~Data Exchange data. Once this request is received, no statistics using that district's data will be released from the Warehouse, even as part of an aggregated data analysis. This hold will last until the School District gives their permission to use the protected data again.
- c. **Suspension.** If any partner agency (either as an organization, or through the actions of one of its representatives) is suspected of being in violation of any provision of this Data Sharing Agreement or its Attachment provisions, United Way Quad Cities Achieve Quad-Cities leadership is permitted to immediately suspend that partner from participating in ~~Data Warehouse~~Data Exchange activities, including the uploading, downloading, requesting, or viewing of any data in the warehouse. A Temporary Hold will be placed on a suspended partner's data (as outlined in Provision 7.b, above) which will prevent other ~~Data Warehouse~~Data Exchange partners from using the suspended partner's data so long as the suspension is in place. ~~The Achieve Quad Cities Leadership Cabinet~~ United Way Quad Cities and staff will review the allocations at their earliest possible convenience, and then decide whether to remove the suspension or move towards termination (see Provision 13, below). Any such matters which cannot be settled through ~~Leadership Cabinet~~United Way Quad Cities review are subject to arbitration as outlined in Provision 12 of this agreement
- d. **Termination of a Partner Agency.** A partner agency may terminate its participation in this agreement and the ~~Data Warehouse~~Data Exchange project at any time, with thirty (30) days' written notice. A partner agency may also be ejected from the partnership by majority vote of United Way Quad Cities ~~the Achieve Quad Cities Leadership Cabinet~~ if

they are found to be in violation of this Data Sharing Agreement. The termination of the agreement by one party shall not prevent the other parties from continuing their participation in this Data Sharing Agreement. Upon the termination of a partner agency from this Agreement, SAU will dispose of the school districts' data and provide certification in writing to all parties of the deletion of the identifying data as specified in **Attachment D**.

- 8. RESOURCES AND COSTS OF DATA SHARING AND DATA MANAGEMENT.** Costs for school districts' staff time and technology maintenance to execute this Agreement will be provided for by the school districts employing the involved employees. Fees for SAU's services and funds to provide necessary technology will be negotiated on an annual basis and agreed on in a separate agreement between SAU and- United Way Quad Cities~~Achieve Quad Cities~~. The School Districts are not responsible for funding any part of the ~~Data Warehouse~~Data Exchange project except for those internal expenses necessary for the district to comply with the terms of this agreement, specifically in terms of data collection, data transfers, and the staff time required to carry out these duties.
- 9. NO WARRANTY FOR DATA OR LINKAGE QUALITY.** Both the accuracy of record linkage and the utility of administrative data for tracking and evaluation purposes are dependent on the quality and consistency of the source data. Although SAU will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any particular match rate, nor as to the ultimate accuracy or utility of any data contributed under this Agreement.
- 10. INDEMNIFICATION.** The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties hereto. Furthermore, if either party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other part in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss. No party signing to this Agreement shall be liable for the acts of another party to this Agreement.
- 11. PUBLICATION AND DISSEMINATION OF RESULTS.** All data released to the public, or to any ~~Data Warehouse~~Data Exchange partner other than the owner of the data, will be de-identified and aggregate for the entire Quad Cities, unless the owner of that data gives written permission for a smaller subset of data to be released, as covered in **Attachment I** of this agreement. Any data or analysis released to the public will be on an anonymous basis with all personally identifiable information removed. The parties further agree to review and redact any data security provisions which may aid those seeking unauthorized access to systems prior to any publication. No aggregate sample of a population smaller than 30 individuals will be released from the ~~Data Warehouse~~Data Exchange under any circumstances, to avoid the possibility of any individual being identifiable through their inclusion in such a small subset of the overall Quad Cities student population. No identified nor disaggregated data will be released without the prior consent of all parties to this agreement. However, disaggregated data at the district or building level may be available internally to the school district superintendents' working group for purposes of identifying and studying ways to improve student learning.
- 12. ARBITRATION OF DISPUTES.** The school districts and SAU are partners and the intent is to mutually agree to solutions should any disputes arise under this Agreement. In the event that the school districts and SAU cannot agree, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("Rules"). The arbitration shall be conducted on a

confidential basis pursuant to the Rules. The parties agree that they will mutually-select an arbitrator or multiple arbitrators, as circumstances and costs dictate. The place of arbitration shall be Davenport, Iowa. Iowa law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**13. MODIFICATION OF THIS AGREEMENT.** SAU and the school districts may amend this Agreement by mutual consent of all parties, in writing, at any time. For amendment of any Attachment to this Agreement, emailed consent by the superintendents of all districts will suffice.

**14. TERMINATION OF THIS AGREEMENT.** In the event of the termination of the Master Data Sharing Agreement (either by mutual agreement of all parties or by the passing of the July 31, 2034~~July 31, 2024~~ end date of this agreement without a new agreement or a continuance being issued), SAU will (1) delete all primary data sets containing individually identifying information collected from the school districts in the course of conducting studies on behalf of the school districts; (2) SAU shall certify in writing within thirty (30) days that all copies of the data stored on local SAU servers, backup servers, backup media, or other media have been permanently erased or destroyed.

**15. TIMELINE OF PROJECT.** The upload and analysis process will be carried out annually according to the timeline laid out in **Attachment G**.

**SIGNATURES.** By the signatures of their duly authorized representatives below, Saint Ambrose University and the school districts agree to all of the provisions of this Data Sharing Agreement and execute this Agreement effective with this signing for the period set forth in Section 2.

**For Saint Ambrose University**

Signature:	Name:
Date:	Title:

---

**For Bettendorf Community School District**

Signature:	Name:
Date:	Title:

---

**For Davenport Community School District**

Signature:	Name:
Date:	Title:

---

**For East Moline School District**

Signature:	Name:
Date:	Title:

---

**For Moline School District**

Signature:

Name:

Date:

Title:

---

**For North Scott School District**

Signature:

Name:

Date:

Title:

---

**For Pleasant Valley School District**

Signature:

Name:

Date:

Title:

---

**For Rock Island/Milan School District**

Signature:

Name:

Date:

Title:

---

**For United Township School District**

Signature:

Name:

Date:

Title:

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**Attachment A**  
**Role-based Access Controls**

The table below identifies and describes covered organizations by role, access and functions of all MOU partners as part of the Kindergarten Skills Inventory project. The parties agree that any modification or additions to this attachment will require prior approval by all partners.

**Note:** All student-level information referenced in the chart below is restricted to the data fields detailed in **Attachment B**, including any amendments to **Attachment B**, in accordance with FERPA and confidentiality regulations.

Organization	Access	Role	Functions
Saint Ambrose University	<ul style="list-style-type: none"> <li>• School district individually-identifiable student information</li> </ul>	SAU Data Steward and Research Project Consultant	<ul style="list-style-type: none"> <li>○</li> <li>• Data security</li> <li>• Data reformatting</li> <li>• Data access tools (reporting and data visualization)</li> <li>• Carry out school district-defined or approved studies and analyses</li> <li>• Ensure protocols in place to protect confidentiality, comply with regulatory requirements</li> <li>• Distributes data back to partners in accordance with this agreement</li> </ul>
All school districts	<ul style="list-style-type: none"> <li>• QC-wide aggregate data for the entire sample and broken down by demographics.</li> <li>• Aggregate reports from linked data sets for each district's own students.</li> <li>• Own school district data analyses at any level.</li> </ul>	School District Superintendents and Data Stewards	<ul style="list-style-type: none"> <li>• Provide data in CSV format to the <del>Data-Warehouse</del> <u>Data Exchange</u> mainframe by agreed-upon deadlines.</li> <li>• Provide definitions of variables for each data point.</li> <li>• Audit for use of data and compliance</li> <li>• Partnership development, initiative oversight</li> </ul>

**Attachment B – Primary Data Set**

Each School District will provide the ~~Data Warehouse~~Data Exchange with each of these data points, **for each individual student**, on an annual basis, by the due dates specified if at all possible. The QCEDX Data Steward will be responsible for compiling & incorporating all data sets into the QCEDX system.

**I. IDENTIFIER DATA – INCOMING KINDERGARTENERS**

NOTE: These data are required for ~~Achieve Quad Cities to administer United Way of the Quad Cities Area~~United Way Quad Cities's to administer the Kindergarten Skills Inventory each year.

<u>Data Point ID</u>	<u>Data Point</u>	<u>Scope: Population</u>	<u>Scope: Time Frame/As Of</u>	<u>Due to Data-WarehouseData Exchange By:</u>
01	<u>Unique State ID</u>	<u>Incoming Kindergarteners</u>	<u>As of 3<sup>rd</sup> week of the current academic year</u>	<u>End of 2<sup>nd</sup> week of current academic year</u>
0402	First Name	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> <del>September 15<sup>th</sup></del>
0203	Middle Name	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> <del>September 15<sup>th</sup></del>
0304	Last Name	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> <del>September 15<sup>th</sup></del>
0405	Name Suffix	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> <del>September 15<sup>th</sup></del>
0506	School District	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of</u>

				current academic year <del>September 15<sup>th</sup></del>
<del>0607</del>	State of School District (Iowa or Illinois)	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>0807</del>	<del>Most Recent Address -- Number and Street</del> <del>Unique State ID</del>	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>0809</del>	<del>Most Recent Address -- Number and Street</del> <del>Most Recent Address -- Apt or Unit #</del>	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>0910</del>	Most Recent Address – City	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>1011</del>	Most Recent Address – Zip Code	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>1112</del>	Birthdate	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>1213</del>	Race	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>1314</del>	Ethnicity (Hispanic)	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>1415</del>	Gender	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>1516</del>	ELL Status (if applicable)	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic year September 15<sup>th</sup></del>
<del>1617</del>	IEP Status (if applicable)	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<del>End of 2<sup>nd</sup> week of current academic</del>

				<del>year</del> September 15 <sup>th</sup> -
<del>17</del> 18	RTI Tier (if applicable)	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> September 15 <sup>th</sup> -
<del>18</del> 19	Federal 504 Plan Determination (if applicable)	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> September 15 <sup>th</sup> -
<del>19</del> 20	Home School ID	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> September 15 <sup>th</sup> -
<del>20</del> 21	Home School Name	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> September 15 <sup>th</sup> -
<del>21</del> 22	Serving School ID	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> September 15 <sup>th</sup> -
<del>22</del> 23	Serving School Name	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> September 15 <sup>th</sup> -
<del>23</del> 24	Assigned Classroom Teacher	Incoming Kindergarteners	As of 3 <sup>rd</sup> week of the current academic year	<u>End of 2<sup>nd</sup> week of current academic year</u> September 15 <sup>th</sup> -

## II. IDENTIFIER DATA – ALL OTHER STUDENTS

NOTE: We will collect these same data points on all students each year – even those we will not be collecting Performance Data (see IV, below) on. This will give us an annual “snapshot” of where each child is, allowing us to better track mobility and student grade advancement. We are collecting this information only to create additional demographic categories (for example, “Students who have changed school districts more than 3 times by the time they enter high school”) by which the Performance Data can be sifted.

<u>Data Point #</u>	<u>Data Point</u>	<u>Scope: Population</u>	<u>Scope: Time Frame/As Of</u>	<u>Due to Data-Warehouse Data Exchange By:</u>
<u>25</u>	<u>Unique State ID</u>	<u>Last Year’s K-12 Students</u>	<u>As of the last day of the previous school</u>	<u>July 15<sup>th</sup></u>

			<u>year</u>	
<del>24</del> <u>26</u>	First Name	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>25</del> <u>27</u>	Middle Name	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>26</del> <u>28</u>	Last Name	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>27</del> <u>29</u>	Name Suffix	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>28</del> <u>30</u>	School District	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>29</del> <u>31</u>	State of School District (Iowa or Illinois)	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>30</del> <u>32</u>	<del>Unique State ID</del> <u>Most Recent Address – Number and Street</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>31</del> <u>33</u>	<u>Most Recent Address – Apt or Unit #</u>	<u>Last Year's K-12 Students</u>	<u>As of the last day of the previous school year</u>	<u>July 15<sup>th</sup> -</u>
<del>31</del> <u>34</u>	<del>Most Recent Address – Number and Street</del> <u>City</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>32</del> <u>35</u>	<del>Most Recent Address – City</del> <u>Zip Code</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>33</del> <u>36</u>	<del>Most Recent Address – Zip Code</del> <u>Birthdate</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>34</del> <u>37</u>	<del>Birthdate</del> <u>Race</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>35</del> <u>38</u>	<del>Race</del> <u>Ethnicity (Hispanic)</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>36</del> <u>39</u>	<del>Ethnicity (Hispanic)</del> <u>Gender</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>37</del> <u>40</u>	<del>Grade Level Most Recently Completed</del> <u>Gender</u>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>

<del>3841</del>	<del>ELL Status (if applicable) Grade Level- Most Recently Completed</del>	Last Year's K-12 Students	Current	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
<del>3942</del>	<del>IEP Status (if applicable) ELL Status- (if applicable)</del>	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
40	IEP Status (if applicable)	<del>Last Year's K-12 Students</del>	<del>As of the last day of the previous school year</del>	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
443	RTI Tier (if applicable)	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
444	Federal 504 Plan Determination (if applicable)	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
445	Home School ID	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
446	Home School Name	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
447	Serving School ID	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
448	Serving School Name	Last Year's K-12 Students	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>

### III. HEAD COUNTS

NOTE: We are collecting these data specifically to assist in the calculation of Performance Data in future years. Knowing the total population size for each Performance Data statistic will also more easily allow us to create aggregate figures and community-wide percentages. These head counts will be gleaned from the Identifier Data provided by the Districts.

ID	Data Point	Scope: Population	Scope: Time Frame/As Of	Submitted to Data-Warehouse Data Exchange By:
4749	Number of students who took the 3 <sup>rd</sup> -grade reading standardized test	Last year's 3 <sup>rd</sup> graders	As of the last day of the previous school year	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>
4850	<u>Number of students who took the 4<sup>th</sup>-grade math standardized test</u>	<u>Last year's 4<sup>th</sup> graders</u>	<u>As of the last day of the previous school year</u>	<del>July 15<sup>th</sup> - October 15<sup>th</sup> -</del>

4951	<u>Number of students who took the 8<sup>th</sup>-grade math standardized test</u>	<u>Last year's 8<sup>th</sup> graders</u>	<u>As of the last day of the previous school year</u>	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
5052	<u>Number of students who took the 5<sup>th</sup>-grade science standardized test</u>	<u>Last year's 5<sup>th</sup> graders</u>	<u>As of the last day of the previous school year</u>	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
5153	<u>Number of students who took the 8<sup>th</sup>-grade science standardized test</u>	<u>Last year's 8<sup>th</sup> graders</u>	<u>As of the last day of the previous school year</u>	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>4852</del> 4	Number of 6 <sup>th</sup> -grade students total for whom individual attendance was tracked	Last year's 6 <sup>th</sup> graders	Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>4953</del> 5	Number of 7 <sup>th</sup> -grade students total for whom individual attendance was tracked	Last year's 7 <sup>th</sup> graders	Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>5054</del> 6	Number of 8 <sup>th</sup> -grade students total for whom individual attendance was tracked	Last year's 8 <sup>th</sup> graders	Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>5155</del> 7	Number of first-year high school students total for whom credit accrual was tracked	Students who were in their first full year of high school in the previous school year	Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>5256</del> 8	Number of second-year high school students total for whom credit accrual was tracked	Students who were in their second full year of high school in the previous school year	Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>5357</del> 9	Number of third-year high school students total for whom credit accrual was tracked	Students who were in their third full year of high school in the previous school year	Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>5458</del> 0	Number of incoming freshmen	Students currently enrolled for their first year of high school.	<del>As of the 3<sup>rd</sup> week of the current semester</del> Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>
<del>5559</del> 1	Number of students for whom the previous school year was their fourth full year in high school	Students who were in their fourth full year of high school in the previous school year	Scope: the previous school year	<u>July 15<sup>th</sup>October 15<sup>th</sup></u>

#### IV. PERFORMANCE DATA

NOTE: These are the core performance data points that ~~United Way Quad Cities Achieve Quad Cities~~ will be tracking to conduct the research specified in Attachment H, below. The QCEDX Data Steward will create annual datasets and update Pulse Report documents each fall. These Pulse Reports will be reviewed by the UWOC team and provided to District Superintendents and Education Council.

ID	Data Point	Scope: Population	Scope: Time Frame/As Of	Submitted to Data Warehouse Data Exchange By:
<del>566062</del>	Third-grade standardized test reading scores (Proficient, Non-Proficient) <del>(Below Proficient, Proficient, Above Proficient)</del>	Previous school year's 3rd-graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>
<del>6163</del>	Fourth-grade standardized test math scores (Proficient, Non-Proficient)	Previous school year's 4 <sup>th</sup> -graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>
<del>6264</del>	Eighth-grade standardized test math scores (Proficient, Non-Proficient)	Previous school year's 8 <sup>th</sup> -graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>
<del>6365</del>	Fifth-grade standardized test science scores (Proficient, Non-Proficient)	Previous school year's 5 <sup>th</sup> -graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>
<del>6466</del>	Eighth-grade standardized test math scores (Proficient, Non-Proficient)	Previous school year's 8 <sup>th</sup> -graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>
<del>576567</del>	Did this student have <del>2018</del> + absences in the previous school year? (Y/N) <i>Y = Chronically Absent</i> <i>N=Not Chronically Absent</i>	Previous school year's 6 <sup>th</sup> graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>
<del>586668</del>	Did this student have <del>2018</del> + absences in the previous school year? (Y/N) <i>Y = Chronically Absent</i> <i>N=Not Chronically Absent</i>	Previous school year's 7th graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>
<del>596769</del>	Did this student have <del>2018</del> + absences in the previous school year? (Y/N) <i>Y = Chronically Absent</i> <i>N=Not Chronically Absent</i>	Previous school year's 8th graders	As of the last day of the previous school year	October 31 <sup>st</sup> <del>October 15<sup>th</sup></del>

<u>606870</u>	Has this student accrued 25% of the credits necessary for graduation? <i>(Y/N) Y=On-Track, N=Off-Track</i>	Students who just completed their first year of high school.	As of the last day of the previous school year	<del>October 31</del> <sup>2015</sup>
<u>616971</u>	Has this student accrued 50% of the credits necessary for graduation? <i>(Y/N) Y=On-Track, N=Off-Track</i>	Students who just completed their second year of high school.	As of the last day of the previous school year	<del>October 31</del> <sup>2015</sup>
<u>627072</u>	Has this student accrued 75% of the credits necessary for graduation? <i>(Y/N) Y=On-Track, N=Off-Track</i>	Students who just completed their third year of high school.	As of the last day of the previous school year	<del>October 31</del> <sup>2015</sup>
<u>637173</u>	Did this student drop out of school during the previous school year?	All students	As of the last day of the previous school year	<del>October 31</del> <sup>2015</sup>
<u>647274</u>	Did this student graduate from high school during the previous school year?	All students who just completed their 4th year of high school	As of the last day of the previous school year	<del>October 31</del> <sup>2015</sup>

Attachment C

TABLE ONE: Data Manager Partner: Contact Information by Role:

First Name	Last Name	Organization	Role	Position	Email	Phone
Paul	Koch	Saint Ambrose University		VP, Academic & Student Affairs	KochPaulC@sau.edu	(563) 333-6214
Tracy	Schuster-Matlock		Data Steward	Associate Vice President of Assessment & Institutional Research	schustertracy@sau.edu	(563) 333 - 6049
			Warehouse Data Exchange-Research Project Consultant	Dean of University Academic Programs	matlocktracy@saau.edu	
SaraHong	WangPearson		Data Steward	Assessment-Research Analyst Data Analyst	wanghong@sau.edu	(563) 333 - 6167 563-333-6167

TABLE TWO: School Districts Data Sharing Partners: Contact Information by Role

First Name	Last Name	Organization	Role	Position	Email	Phone
TheronMichelle	SchutteMorse	Bettendorf School District	Superintendent	Superintendent	mmorse@bettendorfk.12.ia.us tschutte@bettendorfk.12.ia.us	(563) 359-3681 (563) 359-3681
RobertErin	OganPestka		Data Steward	Technology Coordinator	Assessment, Data, and Instructional Technology Manager	rogan@bettendorfk.12.ia.us epestka@bettendorfk.12.ia.us
ArthurT.J.	TateSchneckloth	Davenport Community School District	Superintendent	Superintendent	tateart@davenportschools.org schnecklothj@davenportschools.org	(563) 336-5000 (563) 336-7407
DawnJoshua	Anderson-RascherSun		Data Steward	Associate Director of Learning Information Services	Administrative Service Center Specialist	andersonrascherd@mail.davenport.k12.ia.us sunjos@mail.davenport.k12.ia.us

Kristin	Humphries	East Moline School District	Superintendent	Superintendent	khumphries@emsd37.org	(309) 792 - 2887
MikeCharlie	AsplundRoss		Data Steward	Technology-Director Technology Department Specialist	masplund@emsd37.org cross@emsd37.org	(309) 755 - 0388
DavidRachel	MeyerSavage	Moline School District	Superintendent	Suprintendent	dmeyer@molineschools.org rsavage@molineschools.org	(309) 743 - 1600
ClintGreg	ChristopherGreen		Data Steward	Assistant-Superintendent of Curriculum and Instruction Education al Technology Department Specialist	echristo@molineschools.org ggreen@molineschools.org	(309) 743 - 8121 (309) 743 - 8989
JeffJoc	SchwiebertStutting	North Scott School District	Superintendent	Suprintendent	jeff.schwiebert@north-scott.k12.ia.us joc.stutting@north-scott.k12.ia.us	(563) 285 - 9081
MaryAl	McClearyNelson		Data Steward	District-Technology Systems Manager	mary.mccleary@north-scott.k12.ia.us al.nelson@north-scott.k12.ia.us	(563) 285 - 3227 (563) 285 - 3219
JamesBrian	SpelhaugStrusz	Pleasant Valley School District	Superintendent	Superintendent	spelhaugjim@pleasval.k12.ia.us struszbr ian@plcasval.org	(563) 332 - 5550
LadonnaMolly	CzachowskiMuller		Data Steward	Technology-Facilitator Technology Liaison	czachowskil@pleasval.k12.ia.us mullermolly@plcasval.org	(563) 332 - 5550
MichaelLanty	OberhausMcGuire	Rock Island/Milan School District	Superintendent	Superintendent	Mike.oberhaus lanty.mcguire@risd41.org	(309) 793 - 5900
MikeMelanie	BreidensteinLloyd		Data Steward	Director of Technology District Data Administrator	Mike.breidenstein@risd41.org melanie.lloyd@rimisd41.org	(309) 793 - 5900
Jay	Morrow	United Township School District	Superintendent	Superintendent	jmorrow@uths.net jmorrow@uths.net	(309) 792 - 1633
Tim	Arnett		Data Steward	Information Technology	TArnett@uths.net	(309) 752 - 1633 (309) 752 - 1618

**TABLE THREE: Service Agency Partners: Contact Information by Role:**

First Name	Last Name	Organization	Role	Position	Email	Phone
Scott	Rene	United Way of the Quad Cities	President & CEO	President & CEO	serene@unitedwayqc.org rgellerman@unitedwayqc.org	(563) 334 - 0313

<u>Alex Trisha</u>	<u>Kolker Pickarczyk</u>	<u>Area United Way Quad Cities</u>	<u>Data Steward</u>	<u>Community Impact Manager, Education Data &amp; Research Manager</u>	<u>akolker@unitedwayqc.org</u> <u>tpickarczyk@unitedwayqc.org</u>	<u>(563) 334 - 0339</u>
<u>Kate</u>	<u>Horberg</u>		<u>Data Steward</u>	<u>Director of Education Innovation</u>	<u>khorberg@unitedwayqc.org</u>	<u>(563) 344 - 0338</u>

## Attachment D

### Standard Protocols and Procedures for the Use, Management and Custodial Responsibilities for Identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage

This document describes protocols and procedures for the use, management and custodial responsibilities of Saint Ambrose University (SAU) when accessing data meeting one or more of the following criteria:

- Data are in the form of individual records containing personally identifying information.
- Data are FERPA protected.
- Data are shared by one or more parties with the understanding and intent that records from the contributed data sets will be linked with records from other partners and
- Data were provided under the terms of a Master Data Sharing Agreement between the school districts and SAU and/or through obtaining consent or authorization from individuals to disclose their data.

This document will act as a core component to all agreements entered into between SAU and the school districts in which data meeting any of the above criteria are shared and will define how individual-level data will be secured and managed.

### POLICY AND PROCEDURES FOR DATA SHARING

#### 1. Terms and Definitions.

- 1.1. User.** Includes any person with access to covered data.
- 1.2. Personal computer.** A microcomputer designed for individual use, including, but not limited to desktop computers, laptops, tablets, and mobile devices that have the ability to access applications containing student data.
- 1.3. Public information** is information that can be freely given to any one
- 1.4. Sensitive information** is all other information which is confidential, private, personal or otherwise sensitive in nature. Sensitive information includes the following:
  - 1.3.1. Personally Identifiable Information** includes an individual's social security number, driver license or state ID number, financial account number with the associated PIN, DNA or any biometric identifier. While student identification number is not Sensitive information, it should still be protected from inadvertent disclosure. Student identification number must never be used to access student education records covered by FERPA.
  - 1.3.2. Legislatively Protected Data** are data which are subject to some government regulation or oversight. This includes, but not limited to, data as defined under The Family Educational Rights and Privacy Act (FERPA) – Student Education Records.
- 1.5. Other sensitive data** are data where unauthorized disclosure could lead to a business, financial or reputational loss.

#### 2. User Roles and Functions in Relation to Covered Data.

For any Master Data Sharing Agreements executed under the terms of this document, SAU, and the school districts will assign (where applicable) an appropriate and qualified staff member for any of the following roles. The school districts will be informed in writing of SAU staff member(s) assigned to each role as well as to any changes in staffing for these roles. Parties agree that roles specified below may be performed by one or more staff.

- 2.1. SAU Data Steward.** The Data Steward at SAU will be primarily responsible for (1) facilitating secure transmission of primary data sets from school districts; (2) standardizing identifying data fields and creating primary data sets including unique linking IDs; (3) developing and executing appropriate data queries from primary data sets to create linked, de-identified and/or limited data sets; (4) maintaining communication with and reviewing the work of the company overseeing the mainframe where the ~~data-warehouse~~ Data Exchange data are stored. The Database Administrator at SAU reports any compliance issue or breach to his/her supervisor and the school districts' Data Stewards.

**2.2. Data Steward.** The Data Steward at each organization has supervisory authority across and is ultimately responsible for all tasks related to the management of data under this Agreement, any Master Data Sharing Agreements, and any Data Use Agreement between SAU and school district(s), and ensures compliance with all applicable agreements and regulatory requirements. The Data Steward at each organization reports any compliance issue or breach to his/her supervisor and the Data Stewards at the other organizations.

### **3. Data Set Creation and Delivery**

**3.1.** All creation, use, and/or transmittal of linked, de-identified and/or limited data sets created under this Agreement are subject to the specific terms of the Master Data Sharing Agreement and any applicable Data Use Agreement. Under no circumstances will any data sets subject to the terms of this document be released to any party (including use by SAU) unless the proposed use of the data set is explicitly authorized, either as part of Master Data Sharing Agreements executed by the school districts or by the execution of an approved Data Use Agreement covering the proposed uses of the limited data set by all parties whose data are included in the data set requested.

**3.2.** The school districts transmit covered data in electronic form to SAU via FTP upload of data in CSV format.

### **4. Confidentiality and Data Security Safeguards**

**4.1.** SAU agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it, and report violations of this Agreement to the school districts. Appropriate administrative, technical, and physical safeguards include, but are not limited to:

- 4.1.1. SAU must not save sensitive information on personal computers unless necessary to perform job duties. If sensitive information is stored on a personal computer, then all reasonable safeguards and security procedures shall be employed.
- 4.1.2. SAU users shall put in place reasonable safeguards and security procedures for its environment, including, but not limited to, password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requiring that users do not leave computer unattended, and/or, set a timeout to lock an unattended computer; installation of antivirus software with current updates and a supported operating system with current patches and updates; requiring computer to be physically secured such as in a locked office, desk, or car.
- 4.1.3. SAU shall provide information to internal staff on security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

### **5. FERPA Regulatory Compliance**

**5.1** Compliance to FERPA regulations by SAU includes, but is not limited to:

- 5.1.1 A Confidentiality Statement form included as **Attachment F** to this Agreement and signed by SAU Database Administrator and any other staff member with access to data acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data, and will not use the information for any purpose other than the purpose for which the disclosure was made.
- 5.1.2 **Integrity Audits.** To ensure compliance of this Agreement and the protection of sensitive data, audits shall be periodically conducted by the school districts for purposes of inspecting computer equipment and reviewing the security arrangements that SAU is maintaining with respect to the school districts' contributed data. SAU staff will fully and promptly cooperate with and assist in completing the inspections.

**5.2. The school districts** may access, temporarily suspend, block, or restrict access to sensitive information when it reasonably appears necessary to do so in order to protect the integrity, security or functionality of sensitive data or to protect the school districts from liability.

**5.3. Statutory Breaches.** If at any time an SAU staff member determines that there has been a breach of the security protocols or violation of this Agreement (including, but not limited to any unauthorized release, access use or modifications of covered data), the staff shall promptly take such reasonable steps as are necessary to prevent any further similar breaches and promptly notify SAU Data Steward of the breach. SAU Data Steward will identify the steps taken to prevent any future similar breaches and report to the school districts' Data Stewards within 24 hours of their discovery.

**5.4. Reported violations.** If any partner in the ~~Data Warehouse~~Data Exchange project identifies any privacy and security breach, they will issue a report to the SAU Data Steward, who will pass the information on to all other ~~Data Warehouse~~Data Exchange partners, and put a temporary hold on all data sets in accordance to subsection 2.2 in Attachment I of this agreement, both within twenty-four (24) hours. The SAU Data Steward will also report the suspicions to the company maintaining the database mainframe. Upon receiving this report, the company will have three (3) business days to comply and put in place corrective measures to prevent any future similar breaches.

## **6. Disposition of Data at Termination of Agreement.**

**6.1.** In the event of the termination of the Master Data Sharing Agreement between SAU and the school districts or otherwise specified in the Master Data Sharing Agreement, SAU will confer with the company maintaining the database mainframe to ensure the deletion all primary data sets containing individually identifying information collected from the school districts in the course of conducting studies. The SAU data steward shall collect a certification in writing from the company maintaining the database mainframe that all copies of the data stored on servers, backup servers, backup media, or other media have been permanently erased or destroyed. The data steward will distribute this certification to each school district within thirty (30) days of the Termination of Agreement.

**FERPA COMPLIANCE AGREEMENT (Intermediary – Saint Ambrose University)**

This Agreement is made in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U. S. C. §1232g, et al (“FERPA”), between the school districts listed in the Master Data Sharing Agreement (“the school districts”), and Saint Ambrose University (“SAU”).

Pursuant to this Agreement, the school districts shall disclose to SAU individual-level data for the school districts’ students (“the school districts’ Protected Student Data”) as defined in Attachment B of the Master Data Sharing Agreement.

The school districts’ Protected Student Data are disclosed to SAU for the educational purpose(s) of conducting studies on behalf of the school districts listed above (“the school districts”) in order to administer student aid programs, improve instruction, and/or develop, validate, or administer predictive tests. SAU shall not re-disclose the school districts’ Protected Student Data to any party except as provided in this Master Data Sharing Agreement and its Attachments.

The Intermediary agrees that it shall:

1. Utilize the school districts’ Protected Student Data only for the educational purposes described above;
2. Re-disclose the school districts’ Protected Student Data to SAU employees with a legitimate educational need to know, and only for the educational purposes described above;
3. Maintain records identifying all individuals who receive the school districts’ Protected Student Data by virtue of this Agreement, and make such records available to the school districts upon request;
4. Inform all SAU employees to whom the school districts’ Protected Student Data are disclosed of the obligations of this Agreement;
5. Require all parties to whom the school districts’ Protected Student Data will be disclosed to sign a FERPA Compliance Agreement, and make originally signed agreements available to the school districts upon request;
6. Destroy all the school districts’ Protected Student Data within thirty (30) days of the completion of the study. This obligation to destroy extends to the school districts’ Protected Student Data stored electronically, in paper copies, or in any other fashion, and includes data in aggregate form if the aggregation contains personally identifiable educational records. If the study is extended to a new group of students, the obligation to destroy extends to one year after the completion of the study involving such students. However, in the event of an emergency of life, health, or safety arising from the program evaluation or unauthorized use of the school districts’ Protected Student Data, data access will be revoked within twenty-four (24) hours of any such event.
7. Indemnify the school districts and each party’s board members, administrators, employees and agents for any damages, costs, attorneys’ fees, charges, suits, complaints or causes of action of any kind or nature whatsoever resulting from a violation of this Agreement by SAU, its officers, management team, employees, or by any individual to whom the school districts’ Protected Student Data are disclosed.

It is understood and agreed that the study referenced above may continue and expand throughout subsequent school years. In such event, the terms and conditions of this agreement shall apply to any disclosures by the school districts to SAU. This Agreement contains the entire agreement of these parties with respect to the disclosure of the school districts Protected Student Data to SAU in connection with the study/studies described above.

**For Bettendorf Community School District**

Signature:	Name:
Date:	Title:

**For Davenport Community School District**

Signature:	Name:
Date:	Title:

**For East Moline School District**

Signature:	Name:
Date:	Title:

**For Saint Ambrose University**

Signature:	Name:
Date:	Title:

**For Moline School District**

Signature:	Name:
Date:	Title:

**For North Scott School District**

Signature:	Name:
Date:	Title:

**For Pleasant Valley School District**

Signature:	Name:
Date:	Title:

**For Rock Island/Milan School District**

Signature:	Name:
Date:	Title:

**For United Township School District**

Signature:	Name:
Date:	Title:

Attachment F

**Confidentiality Agreement (Individual)**

I \_\_\_\_\_, employed by \_\_\_\_\_  
Name Organization Name

understand that as an employee of this organization, I will have access to confidential information on children, youth, and/or adults.

I understand, for purpose of this Agreement, "Confidential Information", whether disclosed prior to, concurrent with, or subsequent to this Agreement and whether acquired directly or indirectly, means any of the following:

- Information collected by above organization in order to provide services to children/youth/adults
- Information provide by partner organization disclosed in order to provide services to children/youth/adults
- School District student data including names, addresses, contact information, demographics, and grades,

I agree

- a) to take all possible steps to preserve strict confidentiality regarding any information to which I have access through my work.
- b) never to pass any information obtained as part of my job to anyone outside the organization, unless I have been directed to do so by my supervisor, and the reasons for doing so are clearly understood and comply with this agreement.
- c) to keep all names, contact details and personal information secure.
- d) to use confidential information only for legitimate purposes related to services being provided as an employee of the above organization.
- e) if given access to the data, to only search for confidential information about children/youth/adults who have been assigned to me in connection with my job responsibilities and only if needed to assist the child/youth/adult.
- f) that I will not share any password that might give access to confidential information to an unauthorized person..
- g) that, if given access to the school districts' student data, to abide by Family Educational Rights and Privacy Act (FERPA) regulations.
- h) that I will not remove any confidential information from work sites.
- i) that when my employment with above organization ends, (a) to not copy or remove any confidential information from, or keep any confidential information of, the above organization and (b) to return any confidential information in my possession to above agency and delete any confidential information that I may be storing.
- j) that should I receive information that could constitute a threat or harm, I will promptly inform the appropriate authorities.

I understand that any breach of the above will result in disciplinary action and/or may expose me to a suit for damages in a court of law. I further understand that above organization may terminate my access to confidential information at any time.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date \_\_\_\_\_

Attachment G

Annual Data-Sharing Timeline

~~SAMPLE~~ – ~~2014-2015~~2022-2023 academic year

~~Sep 15~~ Deadline for districts to submit all identifier data for incoming kindergartners to the Data Warehouse to facilitate implementation of the current year's Kindergarten Skills Inventory.

~~Oct 15~~ Deadline for districts to submit all other data to the Data Warehouse.

~~Dec 1~~ Deadline for St. Ambrose University to create a report of all collected data, for review by the Achieve Quad-Cities Leadership Cabinet.

May 15 The QCEDX (SAU) Data Steward will open portals in the Data Warehouse system to allow the Districts to upload of all "Identifier Data" and "Benchmark Performance Data" for all students (as outlined in Attachment A, Sections I.B and I.C) for the most recently completed school year. This portal will remain open until July 15.

July 15 Deadline for Districts to submit "Identifier Data" and "Birth-to-Graduation Benchmark Performance Data" (as outlined in Attachment A, Sections I.B and I.C) for all students from the previous academic year.

Aug 15 The QCEDX (SAU) Data Steward will open portals in the Data Warehouse system to allow the Districts to upload of all "Identifier Data – Incoming Kindergartners" (as outlined in Attachment A, Section I.A) for the new school year. This portal will remain open until September 30.

Sep 10 Deadline for Districts to submit "Identifier Data – Incoming Kindergartners" (as outlined in Attachment A, Section I.A) to facilitate implementation of the current year's Kindergarten Skills Inventory. This deadline date will be unique to each district, as the academic year start date fluctuates from district to district. Submission deadline will be the End of Week 2 of the academic year for that specific district. All districts will have hit this rolling deadline by Sep 10.

Oct 31 Deadline for QCEDX (SAU) Data Steward to create a Pulse Report of all collected data on "Kindergarten Readiness" for the current school year and "Annual Student Benchmark Measurements" for the previous school year, for review by the Education Council. Exception: Regional science scores will not be included in this report, as prior year science scores for Illinois schools are typically delayed about one full academic year.

Dec 1 The QCEDX (SAU) Data Steward will upload District previous academic year graduation rosters into the National Student Clearinghouse system.

Jan 1 The National Student Clearinghouse system will have "Post-Secondary Education Performance Data" PDF & excel file downloads available for Quad-Cities area graduates from the previous six years (as outlined in Attachment A, Section II.A).

Jan 31 Deadline for QCEDX (SAU) Data Steward to download "Post-Secondary Education Performance Data" PDF and Excel files for Quad-Cities-area graduates from the previous six years.

Mar 1 Deadline for QCEDX (SAU) Data Steward to create a Pulse Report of all collected data on "Post-Secondary Attainment Benchmark Data" for the most recent school year, for review by the Education Council

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NOTE: The United Way of the Quad-Cities Area/United Way Quad Cities Education Council will meet in February, April, August, October, and December of each year. They will consider special Data Draw-Down requests and suggested amendments to Data Warehouse governance at these meeting.

**Data Warehouse Data Exchange Research Guidelines**

Achieve Quad Cities has created ~~Data Warehouse~~ Data Exchange Project to conduct research on the following questions on behalf of the participating school districts (in accordance with provision 20 U.S.C. § 1232g; 34 CFR Part 99 of the Family Educational Rights and Privacy Act).

Additional research questions may be added to this list by vote of the partners, as specified in 3.d of the Data Sharing Agreement.

	<b>Demographic Data</b> <ul style="list-style-type: none"> <li>• Gender</li> <li>• Race</li> <li>• Ethnicity</li> <li>• Home language</li> <li>• Birth mo/yr</li> </ul>	<b>Community Interventions or Individual School Best Practices</b> <ul style="list-style-type: none"> <li>• Third-Party Organizations</li> <li>• AQC Pilot Programs</li> </ul>	<b>Capacity to Identify Regional and District Level Progress on the Six Indicators</b>
<b>Kindergarten Readiness (KSI)</b>	What student factors are associated with variations in preschool skills acquisition?	What community-based services or individual school best practices are associated with variations in higher KSI ratings?	<ul style="list-style-type: none"> <li>• Regional statistics for annual tracking</li> </ul>
<b>3<sup>rd</sup>-Grade Reading Test Scores</b>	What student factors are associated with variations in grade-level reading?	What community-based services or individual school best practices are associated with variations in grade-level reading?	<ul style="list-style-type: none"> <li>• Regional statistics for annual tracking</li> <li>• Measuring the strength of kindergarten readiness as a predictor of 3<sup>rd</sup>-grade reading proficiency.</li> </ul>
<b><u>Math Proficiency (4<sup>th</sup> and 8<sup>th</sup> grades)</u></b>	<u>What student factors are associated with variations in grade-level math proficiency?</u>	<u>What community-based services or individual school best practices are associated with variations in grade-level math proficiency?</u>	<ul style="list-style-type: none"> <li>• <u>Regional statistics for annual tracking</u></li> <li>• <u>Measuring the strength of earlier indicators as a predictor of 4<sup>th</sup> and 8<sup>th</sup> grade math proficiency.</u></li> </ul>
<b><u>Science Proficiency (5<sup>th</sup> and 8<sup>th</sup> grades)</u></b>	<u>What student factors are associated with variations in grade-level science proficiency?</u>	<u>What community-based services or individual school best practices are associated with variations in grade-level science proficiency?</u>	<ul style="list-style-type: none"> <li>• <u>Regional statistics for annual tracking</u></li> <li>• <u>Measuring the strength of earlier indicators as a predictor of 5<sup>th</sup> and 8<sup>th</sup> grade science proficiency.</u></li> </ul>
<b>Middle School Attendance (6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>)</b>	What student factors are associated with variations in middle school attendance?	What community-based services or individual school best practices are associated with variations in middle school attendance?	<ul style="list-style-type: none"> <li>• Regional statistics for annual tracking</li> <li>• Measuring the strength of earlier indicators as a predictor of middle school engagement.</li> </ul>
<b>High School Credit Accrual (9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>)</b>	What student factors are associated with variations in high school academic success?	What community-based services or individual school best practices are associated with variations in high school academic success?	<ul style="list-style-type: none"> <li>• Regional statistics for annual tracking</li> <li>• Measuring the strength of earlier indicators as a predictor of high school engagement.</li> </ul>
<b>High School Graduation</b>	What student factors are associated with variations in the ability to complete high school?	What community-based services or individual school best practices are associated with variations in the ability to	<ul style="list-style-type: none"> <li>• Regional statistics for annual tracking</li> <li>• Measuring the strength of earlier indicators as a</li> </ul>

		complete high school?	predictor of high school completion.
<b>Post-Secondary Achievement</b>	What student factors are associated with variations in post-secondary achievement?	What community-based services or individual school best practices are associated with variations in post-secondary achievement?	<ul style="list-style-type: none"> <li>• Regional statistics for annual tracking</li> <li>• Measuring the strength of earlier indicators as a predictor of post-secondary achievement.</li> </ul>

## Attachment I

### Standard Protocols and Procedures for the Release of Data from the ~~Data Warehouse~~ Data Exchange

This document describes protocols and procedures for the release of data from the ~~Data Warehouse~~ Data Exchange. No data will be released from the ~~Data Warehouse~~ Data Exchange which violates any of the parameters listed in this document.

#### POLICY AND PROCEDURES FOR DATA SHARING

##### 1. Terms and Definitions.

- 1.1. **Release of Data** is defined as the generation of any number by the ~~Data Warehouse~~ Data Exchange which is based on any partner information, no matter what legal restrictions govern the use of those data (for example: both FERPA-protected and non-FERPA-protected information), if this release is made to anyone other than the entity which owns and controls the source data from which the number was generated.
- 1.2. **~~Data Warehouse~~ Data Exchange Partner** is defined as any organization who is an active partner in the ~~Data Warehouse~~ Data Exchange Project, through the signing of a Data Sharing Agreement between their organization and the ~~Data Warehouse~~ Data Exchange.
- 1.3. **Internal Data Draw** is any data draw-down from the warehouse by Achieve Quad Cities staff and/or the Leadership Cabinet.
- 1.4. **External Data Draw** is any data draw-down by a ~~Data Warehouse~~ Data Exchange partner agency or individual outside of the Achieve Quad Cities staff and leadership structure.
- 1.5. **Aggregate Sample** is defined as any statistic, expressed as a single number or percentage, which is based on the analysis of a ~~Data Warehouse~~ Data Exchange population sample of no fewer than 30 individuals. For example, an aggregate sample may state that 50% of members of a specific population achieved a specific benchmark, but that sample cannot include information on which individual members from that population met or failed to meet that benchmark.
- 1.6. **Individually-Identifiable Data** is defined as any data which could reasonably be used to identify an individual student. These data include direct identification (such as name, date of birth, address) or inferable identification (for example, any data identifying a certain demographic category or combination of demographic categories where the resulting population has fewer than 30 individuals).
- 1.7. **Regional Data Draw** is defined as any Aggregate Sample which draws from all available data for the entire population of the ~~Data Warehouse~~ Data Exchange. Note that Aggregate Samples which single out a specific demographic (race, gender, age) but track that demographic through the entire ~~Data Warehouse~~ Data Exchange population are also considered "Regional."
- 1.8. **Sub-Regional Data Draw** is defined as any Aggregate Sample which draws from data on some geographic subset (by school district, by individual school) of the population of the ~~Data Warehouse~~ Data Exchange.
- 1.9. **Public Release of Data** is defined as any use of ~~Data Warehouse~~ Data Exchange findings which are made available to anyone other than the staff and board members of the requesting ~~Data Warehouse~~ Data Exchange Partner organization, even if the findings are shared with some other ~~Data Warehouse~~ Data Exchange Partner who was not named in the original request.

##### 2. Allowable Data Requests

- 2.1. **Aggregate Samples.** All data and findings released from the ~~Data Warehouse~~ Data Exchange must be

Aggregate Samples, as defined in 1.2 above. The population which is the source of the aggregate data cannot be smaller than 30 individuals. The only data which will be released from the ~~Data Warehouse~~Data Exchange will be a single number: the percentage of students from a specific population who met or failed to meet a specific educational benchmark.

**2.1.1. Regional Data Draws** will give a single percentage for some indicator or benchmark, based on the performance of the entire population of the ~~data-warehouse~~Data Exchange or based on the performance of a specific demographic group within the ~~data-warehouse~~Data Exchange. For example, 3<sup>rd</sup>-Grade Reading Test Scores for all 3<sup>rd</sup> graders Quad-Cities-wide in the 2013-14 school year would be considered a Regional Data Draw, as would the 3<sup>rd</sup>-Grade Reading Test Scores for all female 3<sup>rd</sup> graders Quad-Cities-wide in the 2013-14 school year. These requests are the main purpose for which the ~~Data Warehouse~~Data Exchange was created, and may be requested by any ~~Data Warehouse~~Data Exchange Partner using the “Regional Data Draw” form below.

**2.1.2. Sub-Regional Data Draws** are not allowed under this Data-Sharing agreement.

**2.2. Temporary Holds and Suspensions.** Note that any data which is on Temporary Hold (as outlined in Provision 7.b of the Data Sharing Agreement) cannot be used in the creation of any release of data until such time as the Partner organization releases the hold. Similarly, if a partner organization is under Suspension (as outlined in 1.3.4 of this document), their data cannot be included in any data draw until the matter is resolved to the satisfaction of all parties.

### **2.3. Restrictions on the use of data**

**2.3.1. Uses for Data.** All requests for release of data, both internal and external, must be for the express purpose of conducting research on behalf of the students of the Quad Cities school system, as defined by provision 20 U.S.C. § 1232g; 34 CFR Part 99 of the Family Educational Rights & Privacy Act (FERPA), and strictly within the guidelines of the research parameters outlined in **Attachment H** of the Data Sharing Agreement.

**2.3.2. Dissemination of Data.** In general, all data which Partners request from the ~~Data Warehouse~~Data Exchange will be for internal use only, and made available only to the staff and board members of the partner organization(s) which made the original request. Partners wishing to make any sort of public use of any ~~Data Warehouse~~Data Exchange data (including but not limited to promotional materials, grant applications, grant outcomes reporting, or coverage in the press) must state this intention on their Data Request Form as outlined in **Attachment I** of the Data Sharing Agreement, and may disseminate this information only in the manner for which they have received permission from ~~Achieve Quad Cities~~United Way Quad Cities Leadership or in compliance with required release of public records. ~~Achieve Quad Cities Leadership~~United Way Quad Cities may itself designate that a specific Regional data finding (for example: each year’s regional graduation rate) is open for public dissemination without restriction. at which point the partners may share the designated data point freely without needing prior approval.

**2.3.3. Absolute Restriction on District-Specific Data.** It is not the purpose of the ~~Data Warehouse~~Data Exchange to draw comparisons between different school districts nor to single out any one district as the site of the greatest educational challenges or success. Because of this, no district-specific information released from the ~~Data Warehouse~~Data Exchange will specifically identify individual districts nor compare the performance on one district’s students to another’s. This provision may be abrogated only by a joint decision of United Way Quad Cities ~~the Achieve Quad Cities Leadership Cabinet~~ and all ~~Data Warehouse~~Data Exchange Partners.

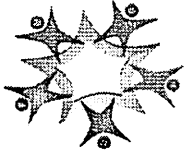
## **3. Data Request Procedures**

**3.1. Who Can Make Data Requests.** Data requests can be made only by active ~~Data Warehouse~~Data Exchange Partners in good standing (external data draws) or by the staff and leadership of United Way Quad Cities ~~Achieve Quad Cities~~-itself (internal data draws). No matter which partner is making the request, all requests

must be made through the official procedures outlined below, using the official forms which appear on the pages at the end of this Attachment.

3.2. **How to Make Data Requests.** Data requests must be made in writing, using the forms provided below, and submitted to the Achieve Quad Cities Director. The Director will need to get approval from all school district superintendents before being able to move ahead with the request. The requesting Partner must allow 2 weeks for the Director to review and attain the necessary permissions for a data request. A request may be declined for any reason, although Partners whose request is declined may take the matter to United Way Quad Cities ~~the Achieve Quad Cities Leadership Cabinet~~ for a second review.

4. **Violations of these Policies.** Any ~~Data Warehouse~~Data Exchange Partner who uses ~~Data Warehouse~~Data Exchange data for any use other than those outlined above, either by design or by negligence, will be suspended pending review of the matter by United Way Quad Cities ~~the Achieve Quad Cities Leadership Cabinet~~, in accordance with Provision 7.c of the Data Sharing Agreement.



# DATA REQUEST FORM

Regional Data Draw

Complete this form once for each data request and submit it to Jeff Blackwell, Achieve Quad Cities Director, 326 W. 3<sup>rd</sup> Street, Suite 801, Davenport, IA 52801 or jeffblackwell.achievecq@qconline.com. Please allow a minimum of 2 weeks to process the request.

Organization making request: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-Mail: \_\_\_\_\_

Data Requested (NOTE: all data will be aggregate; no information on any group of fewer than 30 students may be requested):

- % Ready for Kindergarten
- % Proficient/Below Proficient in 3rd Grade Reading
- % Chronically Absent (20+ per school year; Grades 6, 7, and/or 8 only)
- % On Track for Graduation (credit accrual; Grades 9, 10, and/or 11 only)
- % Graduating High School in 4 Years

For what population(s)? (check all that apply)

<b>All youth</b>	Age range _____
<u>or check all that apply:</u>	Grades _____
Race:	Female _____ Male _____
African American	ELL _____
Asian	IEP (Yes/No) _____
Caucasian	RTI Tier 1 _____
Hawaiian/Pacific Islander	RTI Tier 2 _____
Native American	RTI Tier 3 _____
Multirace	Federal 504 Plan _____
Other _____	
Hispanic	

CHECK ONE: \_\_\_\_\_ A separate percentage for each group \_\_\_\_\_ A single percentage for students who fit into all checked groups

Covering what period(s) of time? \_\_\_\_\_

How often: \_\_\_\_\_ One-time request \_\_\_\_\_ Repeat this same request every \_\_\_\_\_ months until \_\_\_\_\_

Purpose of Data Request: \_\_\_\_\_ Internal only \_\_\_\_\_ Grant \_\_\_\_\_ Public release in: \_\_\_\_\_

To be used for: \_\_\_\_\_

I need this data by (date): \_\_\_\_\_ (Allow a minimum of 2 weeks.)

I need this data in the following format:  PDF  Microsoft Word Doc  Excel Spreadsheet  Other: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ NAME (print) \_\_\_\_\_ DATE \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

Request Approved?  Yes  No Signature \_\_\_\_\_ DATE \_\_\_\_\_

**11. Approval of Agreement between Upper Iowa University and the Moline-Coal Valley School District No. 40**

88

*Recommended Motion:* that the Board of Education approve the School District Clinical Placement Agreement between Upper Iowa University and the Moline-Coal Valley School District No. 40 for the 2024-2025 school year. **See Attachment No. 13.**



School District Clinical Placement Agreement

This contract is made and entered into by and between Upper Iowa University and the Moline-Coal Valley Unit School District #40, Moline, IL.

- 1. Upper Iowa University and the above district agree to cooperate in providing clinical placements...
2. Pre-student teaching clinical students are supervised by the course instructor...
3. Professional School Counseling students must be mentored by a licensed Professional School Counselor.
4. 20-hour Practicum is a student's first experience in the classroom...
5. For all other pre-student teaching clinicals...
6. The student teacher placed in your district will receive regular visits...
7. The student teacher has had presentations on mandatory child abuse reporting...
8. Upper Iowa University agrees to assign a student teacher with administrative approval...
9. Iowa Code 2003 Supplement: Section 272.27: Students actually teaching or engaged in preservice licensure activities...

A student teacher may not act as a substitute teacher. The student teacher may, however, continue teaching in the absence of the cooperating teacher if a certified substitute is present.

- 10. Upper Iowa agrees to provide reimbursement to the cooperating District for student teachers and school counseling interns.
11. Signatures indicate mutual acceptance of this contract.

Dr. Billie Cowley
Dean of Academic & Educational Affairs

School District Representative

Date 2/16/2024

Date

**12. Approval of Updated Board Policy 5:10 - Equal Employment Opportunity and Minority Recruitment**

90

*Recommended Motion:* that the Board of Education accept for first reading revised Board of Education Policy 5:10, Equal Employment Opportunity and Minority Recruitment, as presented. **See Attachment No. 14.**

TO: Members of the Board of Education

FROM: Todd DeTaeye, Assistant Superintendent for Administration and Human Resources *td*

DATE: April 18, 2024

SUBJECT: Approve Updated Board Policy 5:10, Equal Employment Opportunity and Minority Recruitment

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to accept Board Policy updates.

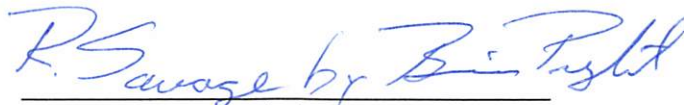
Facts: In the continuing quest to update the District's Board Policies, attached is Board Policy 5:10, Equal Employment Opportunity and Minority Recruitment, which was included as part of the March 2024 PRESS update review. Recall the underlined text represents suggested new additions; whereas, the strikethrough text represents suggested deletions.

The revised policy is in response to the Pregnant Worker Fairness Act, the Fair Labor Standards Act and Continuous Improvement.

Cost: None.

Recommended Motion: That the Board of Education accept for first reading the revised Board of Education Policy 5:10, Equal Employment Opportunity and Minority Recruitment, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

Adopted  
4/16/24  
B.

# REFORMATTED

October 2022 March 2024

5:10

## General Personnel

### Equal Employment Opportunity and Minority Recruitment<sup>1</sup>

**Commented [DJ1]:** Please note the large areas of blank space on this page and page 3 are intentional due to new formatting styles within PRESS materials. The spacing appears normal once the footnotes are removed.

DRAFT

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> Federal and State law (see the policy's Legal References) require that all districts have a policy on equal employment opportunities and control this policy's content. **This is a complex, confusing, and highly litigated area of the law; consult the board attorney for advice on the application of these laws to specific fact situations.**

5:10

Page 1 of 10

The School District shall provide equal employment opportunities<sup>2</sup> to all persons regardless of their race;<sup>3</sup> color; creed; religion;<sup>4</sup> national origin; sex;<sup>5</sup> sexual orientation;<sup>6</sup> age;<sup>7</sup> ancestry; marital status;<sup>8</sup>

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>2</sup> *Equal employment opportunities* apply to virtually all terms and conditions of employment, e.g., discharge, hire, promotion, pay, demotion, and benefits (see the policy's Legal References). The Ill. Constitution protects the following categories from discrimination in employment: race, color, creed, national ancestry, sex, and handicap. Art. I, §§17, 18, and 19. The Ill. Human Rights Act (IHRA) protects the following categories from discrimination in employment, whether *actual* or *perceived*: race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, order of protection status, sexual orientation, pregnancy, unfavorable discharge from military service, arrest record, conviction record (unless authorized by law), citizenship status, and work authorization status. 775 ILCS 5/1-102, amended by P.A.s 101-221 and 102-233; 5/1-103, amended by P.A.s 101-221, 101-565, 102-362, 102-419, and 103-110; 101-656; and 775 ILCS 5/2-103.1, added by P.A. 101-656. The IHRA requires employers to annually disclose to the Ill. Dept. of Human Rights (IDHR) certain information about adverse judgments and administrative rulings where there was a finding of sexual harassment or unlawful discrimination under any federal, State, or local law, as well as data regarding settlement agreements, if requested by an IDHR investigator. 775 ILCS 5/2-108, added by P.A. 101-221, (scheduled to be repealed on 1-1-30).

The Equal Employment Opportunities Act (EEOA), aka Title VII of the Civil Rights Act of 1964 prohibits discrimination because of an individual's race, color, religion, sex, or national origin. 42 U.S.C. §2000e et seq., amended by The Lilly Ledbetter Fair Pay Act of 2009 (LLFPA), Pub.L. 111-2.

Under the Workplace Transparency Act (WTA) (820 ILCS 96, added by P.A. 101-221), employers may not, as a condition of employment or continued employment, prevent prospective or current employees from making truthful statements or disclosures about alleged unlawful employment practices, including discrimination. *Id.* at 96/1-25.

The LLFPA clarifies that a discriminatory compensation decision or other practice occurs each time an employee is paid or receives a last benefits check pursuant to the discriminatory compensation decision as opposed to only from the time when the discriminatory compensation decision or other practice occurred. The Act has no legislative history available to define what the phrase *or other practice* might mean beyond a discriminatory compensation decision; however, in a guidance document, the U.S. Equal Employment Opportunity Commission (EEOC) states that practices "may include employer decisions about base pay or wages, job classifications, career ladder or other noncompetitive promotion denials, tenure denials, and failure to respond to requests for raises." See *Equal Pay Act of 1963 and Lilly Ledbetter Fair Pay Act of 2009* (2014), at: [www.eeoc.gov/laws/guidance/equal-pay-act-1963-and-lilly-ledbetter-fair-pay-act-2009](http://www.eeoc.gov/laws/guidance/equal-pay-act-1963-and-lilly-ledbetter-fair-pay-act-2009).

The Ill. Equal Pay Act of 2003 (EPA) offers additional protection by prohibiting the payment of wages to one sex less than the opposite sex or to an African-American less than a non-African-American for the same or substantially similar work. 820 ILCS 112, amended by P.A. 101-177. The Ill. Dept. of Labor (IDOL) enforces the EPA. The EPA also prohibits employers from requesting or requiring applicants to disclose wage or salary history as a condition of being considered for employment or as a condition of employment. *Id.* at 112/10(b-5), added by P.A. 101-177. If an applicant voluntarily offers such information without prompting, an employer still cannot use that information in making an offer or determining future pay. See *sample* administrative procedure 5:30-API, *Interview Questions*, for sample permissible inquiries on this topic. Employers may seek wage or salary history from an applicant's current or former employer if that information is a matter of public record under the Freedom of Information Act (FOIA); however, districts that wish to undertake such searches should exercise caution; the fact a district seeks out publicly available wage information could still be used against it in a pay discrimination claim. *Id.* at 112/10(b-10), added by P.A. 101-177. Consult the board attorney for further guidance.

While not exhaustive, other laws protecting these and additional classifications are named in subsequent footnotes.

<sup>3</sup> The IHRA defines race to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5), added by P.A. 102-1102, ~~off~~ 1-1-23. The law allows employers to implement dress codes or adopt grooming policies that include restrictions on attire, clothing, or facial hair to maintain workplace safety or food sanitation. 775 ILCS 5/2-102(E-5). Title VII does not have a definition of race, but EEOC guidance provides that "[r]ace discrimination includes discrimination on the basis of ancestry or physical or cultural characteristics associated with a certain race, such as skin color, hair texture or styles, or certain facial features." See the EEOC's *Questions and Answers about Race and Color Discrimination in Employment*, at: [www.eeoc.gov/laws/guidance/questions-and-answers-about-race-and-color-discrimination-employment](http://www.eeoc.gov/laws/guidance/questions-and-answers-about-race-and-color-discrimination-employment).

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<sup>4</sup> 775 ILCS 5/2-102 of the IHRA, amended by P.A.s 101-224 and 102-233, contains a *religious discrimination* subsection. It expressly prohibits employers from requiring a person to violate a sincerely held religious belief to obtain or retain employment unless, after engaging in a bona fide effort, the employer demonstrates that it is unable to reasonably accommodate the employee's or prospective employee's sincerely held religious belief, practice, or observance without undue hardship on the conduct of the employer's business. Religious beliefs include, but are not limited to: the wearing of any attire, clothing, or facial hair in accordance with the requirements of his/her religion. 775 ILCS 5/2-102(E-5). Employers may, however, enact a dress code or grooming policy that restricts attire, clothing, or facial hair to maintain workplace safety or food sanitation. *Id.*

Regarding accommodation of an employee's religious practice under EEOA, the U.S. Supreme Court held in the case *Groff v. DeJoy*, 600 U.S. 447 (2023), that *undue hardship* means a burden that is "substantial in the overall context of an employer's business", rather than a mere *de minimis* standard. *Id.* at 468. In addition to the IHRA and Title VII the federal EEOA (also discussed in *f/n 2*), see 775 ILCS 357, Religious Freedom Restoration Act.

<sup>5</sup> Discrimination on the basis of sex under Title VII the EEOA includes discrimination on the basis of sexual orientation or transgender status. *Bostock v. Clayton Cnty.*, 140 S.Ct. 1731 (2020); *Hively v. Ivy Tech*, 853 F.3d 339 (7th Cir. 2017). In addition to the IHRA and Title VII the federal EEOA (discussed in *f/n 2*), see Title IX of the Education Amendments of 1972 (Title IX). 20 U.S.C. §1681 et seq.; 34 C.F.R. Part 106. See sample policy 2:265, *Title IX Sexual Harassment-Grievance Procedure*. The federal Equal Pay Act prohibits an employer from paying persons of one sex less than the wage paid to persons of the opposite sex for equal work. 29 U.S.C. §206(d). See *f/n 2* above for more information on State equal pay protections, including on the basis of sex. The LFFPA defines *date of underpayment* as each time wages are underpaid. Employees have one year from the time they become aware of the underpayment to file a complaint with the IDOL. 820 ILCS 112/15(b).

<sup>6</sup> *Sexual orientation* means actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity; it does not include a physical or sexual attraction to a minor by an adult. 775 ILCS 5/1-103(O-1).

<sup>7</sup> Age Discrimination in Employment Act (ADEA) (29 U.S.C. §621 et seq.), amended by LFFPA (see *f/n 2*), 29 C.F.R. Part 1625, amended the EEOC regulations under ADEA to reflect the U.S. Supreme Court's decision in *General Dynamic Systems, Inc. v. Cline*, 540 U.S. 581 (2004), holding the ADEA permits employers to favor older workers because of age. Thus, favoring an older person over a younger person is not unlawful discrimination, even when the younger person is at least 40 years old.

<sup>8</sup> 105 ILCS 5/10-22.4 and 775 ILCS 5/1-103(Q)–amended by P.A. 101-224. The term *marital status* means an individual's legal status of being married, single, separated, divorced, or widowed. 775 ILCS 5/1-103(J). This statutory definition does not encompass the identity of one's spouse. Thus, school districts may adopt no-spouse policies. *Boaden v. Dept. of Law Enforcement*, 171 Ill.2d 230 (Ill. 1996).

arrest record;<sup>9</sup> military status; order of protection status;<sup>10</sup> unfavorable military discharge;<sup>11</sup> citizenship status provided the individual is authorized to work in the United States;<sup>12</sup> work authorization status;<sup>13</sup> use of lawful products while not at work;<sup>14</sup> being a victim of domestic violence, sexual violence, gender

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<sup>9</sup> Districts may not make employment decisions on the basis of arrest history, but may use job-disqualifying criminal convictions provided specific conditions are met. 775 ILCS 5/2-103 and 5/2-103.1, added by P.A. 101-656. See fn 2048, below. The Job Opportunities for Qualified Applicants Act prohibits an employer from asking about a criminal record until the employer determines that the applicant is qualified for the position; however, this does not apply when employers are required to exclude applicants with certain criminal convictions from employment. School employers should limit their requests for criminal convictions to *job-disqualifying* convictions, as permitted by the IHRA. 775 ILCS 5/2-103.1, added by P.A. 101-656; 820 ILCS 75/15. See also the IDHR's guidance, *Conviction Record Protection – Frequently Asked Questions*, at: <https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html> [www2.illinois.gov/dhr/Pages/Conviction-Record-Protection-Frequently-Asked-Questions.aspx](http://www2.illinois.gov/dhr/Pages/Conviction-Record-Protection-Frequently-Asked-Questions.aspx) and the EEOC's guidance, *Consideration of Arrest and Conviction Records in Employment Decisions* (2012), at: [www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm).

<sup>10</sup> 775 ILCS 5/1-103(Q), amended by P.A. 101-221. The term *order of protection status* means a person protected under an order of protection issued pursuant to the Ill. Domestic Violence Act of 1986 (750 ILCS 60/), Article 112A of the Code of Criminal Procedure of 1963 (725 ILCS 5/112A-1.5), the Stalking No Contact Order Act (740 ILCS 21/), the Civil No Contact Order Act (740 ILCS 22/), or an order of protection issued by a court of another state. 775 ILCS 5/1-103(K-5).

<sup>11</sup> *Military status* means a person's status on active duty or in status as a veteran in the U.S. Armed Forces, veteran of any reserve component of U.S. Armed Forces, or current member or veteran of the Ill. Army National Guard or Ill. Air National Guard. 775 ILCS 5/1-103(J-1). *Unfavorable military discharge* does not include those characterized as RE-4 or *dishonorable*. 775 ILCS 5/1-103(P). The Uniformed Services Employment and Reemployment Rights Act of 1994 prohibits employers from discriminating or retaliating against any person for reasons related to past, present, or future service in a *uniformed service*. 38 U.S.C. §4301 et seq.

<sup>12</sup> 775 ILCS 5/1-102(C). According to the Immigration Reform and Control Act of 1986, all employers must verify that employees are either U.S. citizens or authorized to work in the U.S. 8 U.S.C. §1324(a) et seq.

<sup>13</sup> 775 ILCS 5/2-102(A), amended by P.A. 102-233. *Work authorization status* means the status of being a person born outside of the United States, and not a U.S. citizen, who is authorized by the federal government to work in the United States. 775 ILCS 5/2-101(L), added by P.A. 102-233. Under the IHRA, it is a civil rights violation for an employer to refuse to honor a legal work authorization; however, employers are not required to sponsor any applicant or employee to obtain or modify work authorization status, unless required by federal law. 775 ILCS 5/2-102(G), amended by P.A. 102-233; 775 ILCS 5/2-104(D), added by P.A. 102-233.

<sup>14</sup> The Right to Privacy in the Workplace Act prohibits discrimination based on use of lawful products, e.g., alcohol, cannabis, and tobacco, off premises during non-working hours. 820 ILCS 55/5, amended by P.A. 101-27.

violence, or any other crime of violence;<sup>15</sup> genetic information;<sup>16</sup> physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation;<sup>17</sup> pregnancy, childbirth, or related medical conditions;<sup>18</sup> credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular

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<sup>15</sup> 820 ILCS 180/30, amended by P.A.s 101-224, 102-487, and 102-890, Victims' Economic Security and Safety Act (VESSA). *Gender violence* means: (1) one or more acts of violence or aggression that are a criminal offense under State law committed, at least in part, on the basis of a person's actual or perceived sex or gender, (2) a physical intrusion or invasion of a sexual nature under coercive conditions that is a criminal offense under State law, or (3) a threat to commit one of these acts. 820 ILCS 180/10(12.5), added by P.A. 101-224. In certain circumstances, an employer can be held liable for gender-related violence that occurs in the workplace if the employer failed to investigate complaints or failed to supervise, train, or monitor an employee who engaged in the violence. 740 ILCS 82/11, added by P.A. 103-202, Gender Violence Act. *Other crime of violence under VESSA* means conduct prohibited by 720 ILCS 5/9 (homicide), 720 ILCS 5/11 (sex offenses), 720 ILCS 5/12 (bodily harm), 720 ILCS 5/26.5 (harassing and obscene communications), 720 ILCS 5/29D (terrorism), and 720 ILCS 5/33A (armed violence), or similar provision of the Criminal Code of 1961. 820 ILCS 180/10(2.5), added by P.A. 102-487.

An employer is prohibited from discriminating against any individual, e.g., an applicant for employment, because he or she "is an employee whose employer is subject to Section 21 of the Workplace Violence Prevention Act." The Workplace Violence Prevention Act allows an employer to seek a *workplace protection restraining order* when there is a credible threat of violence at the workplace. 820 ILCS 275/. The law Section 24 requires the employer seeking a *workplace protection restraining order* to notify the employee who is a victim of *unlawful violence*. 820 ILCS 275/21.

<sup>16</sup> Illinois' Genetic Information Privacy Act (GIPA) (410 ILCS 513/25) and Title II of Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff et seq.). Both laws protect job applicants and current and former employees from discrimination based on their genetic information. Note that GIPA provides greater protections to Illinois employees than Title II of GINA. GIPA prohibits employers from penalizing employees who do not disclose genetic information or do not choose to participate in a program requiring disclosure of the employee's genetic information. See f/n 12 in sample policy 2:260, *Uniform Grievance Procedure*, for the definition of genetic information and a detailed description of both statutes, including of Title I of GINA affecting the use of genetic information in health insurance. The EEOC vacated certain 2016 ADA and GINA wellness program regulations following an adverse court ruling. 83 Fed. Reg. 65296. Those rules provided guidance to employers on the extent to which they could use incentives (such as discounted health plan costs) to encourage employees to participate in wellness programs that asked for employee and family health information. Consult the board attorney for guidance regarding specific application of ADA and GINA and how they integrate with other related laws, e.g., the Family Medical Leave Act and other State laws governing time off for sickness and workers' compensation.

<sup>17</sup> Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.), amended by the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub. L. 110-325) and modified by the LFFPA: Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.).

<sup>18</sup> 775 ILCS 5/2-102(I). Employers must provide reasonable accommodations to employees with conditions related to pregnancy, childbirth, or related conditions. 775 ILCS 5/2-102(J). Guidance from the IDHR is available at: <https://dhr.illinois.gov/publications/pregnancy-rights.html>. Employers are required to post a notice summarizing the right to be free from unlawful discrimination and the right to certain reasonable accommodations. 775 ILCS 5/2-102(K). The IDHR is required to prepare such a notice, retrievable from its website, which employers may use.

Federal law also prohibits employers from discriminating against employees and applicants on the basis of pregnancy, childbirth, or related medical conditions. 42 U.S.C. §2000e(k). Similar to the IHRA, the federal Pregnant Workers Fairness Act (42 U.S.C. §2000ff et seq.), added by Pub. L. 117-328, requires employers to provide reasonable accommodations to an employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship. State law also prohibits the State, which includes school districts, from interfering with or discriminating against an individual's fundamental right to continue a pregnancy or to have an abortion. 775 ILCS 5/5-. added by P.A. 101-13. Pregnant workers with pregnancy-related impairments may also have disabilities for which they may be entitled to reasonable accommodation under the ADA. Guidance from the EEOC is available at: [www.eeoc.gov/pregnancy-discrimination](http://www.eeoc.gov/pregnancy-discrimination). State law also prohibits the State, which includes school districts, from interfering with or discriminating against an individual's fundamental right to continue a pregnancy or to have an abortion. 775 ILCS 5/5-.

position;<sup>19</sup> conviction record, unless authorized by law;<sup>20</sup> or other legally protected categories.<sup>21 22 23</sup>  
<sup>24</sup> No one will be penalized solely for his or her status as a registered qualifying patient or a registered

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<sup>19</sup> 820 ILCS 70/, Employee Credit Privacy Act. Unless a satisfactory credit history is an *established bona fide occupational requirement* of a particular position, an employer may not: (1) refuse to hire, discharge, or otherwise discriminate against an individual with respect to employment because of the individual's credit history or credit report; (2) inquire about an applicant's or employee's credit history; or (3) order or obtain an applicant's or employee's credit report from a consumer reporting agency. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, the position's duties include custody of or unsupervised access to cash or marketable assets valued at \$2,500 or more. *Id.* at 70.10.

<sup>20</sup> 775 ILCS 5/2-103.1(A), added by P.A. 101-656. The IHRA prohibits an employer from *disqualifying* or taking other *adverse action* against an applicant or employee based on a *conviction record* unless: (1) otherwise authorized by law; (2) there is a *substantial relationship* between the criminal offense and the employment sought; or (3) granting the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. *Id.* Disqualification or adverse action includes refusal to hire, segregation, and actions with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment. *Id.* If a board wants to terminate or take other adverse action against a *current* district employee based in whole or in part on a conviction record, it still must comply with all applicable statutory, policy, and bargaining agreement provisions. Boards should consult the board attorney to ensure all legal obligations are met.

Districts that wish to disqualify or take other adverse action against an applicant or employee based on a conviction record must first engage them in an *interactive assessment*, providing the individual with the opportunity to submit evidence in mitigation or to dispute the accuracy of the conviction record. See sample policy 5:30, *Hiring Process and Criteria*, at ¶n 5, and sample administrative procedure 5:30-AP2, *Investigations*, for more information.

<sup>21</sup> Insert the following optional sentence (775 ILCS 5/1-103(A) and 29 U.S.C. §631):

*Age*, as used in this policy, means the age of a person who is at least 40 years old.

<sup>22</sup> Insert the following optional provision (29 U.S.C. §705(10)(A)-(B), (20)(C)(v), (20)(D) and 42 U.S.C. §12114):

*Handicap and disability*, as used in this policy, excludes persons:

1. Currently using illegal drugs;
  2. Having a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, are unable to perform the duties of the job; or
  3. Whose current alcohol use prevents them from performing the job's duties or constitutes a direct threat to the property or safety of others.
- Persons who have successfully completed or are participating in a drug rehabilitation program are considered *disabled*.

<sup>23</sup> Districts may not make residency in the district a condition of employment for teachers or educational support personnel. 105 ILCS 5/24-4.1, 5/10-23.5. This *ban* on residency requirements for teachers applies only to instructional personnel, and not, for example, to assistant principals. *Owen v. Kankakee Sch. Dist.*, 261 Ill.App.3d 298 (3rd Dist. 1994). Districts also may not ask an applicant, or the applicant's previous employer, whether the applicant ever received, or filed a claim for, benefits under the Workers' Compensation Act or Workers' Occupational Diseases Act. 820 ILCS 55/10(a). Districts are also prohibited from requiring, requesting, or coercing an employee or potential employee to provide a user name and password or any password or other related account information to gain or demand access to his or her personal online account. 820 ILCS 55/10(b). While the law does not prohibit employers from viewing public information, consult the board attorney before engaging in this practice.

<sup>24</sup> School districts must accommodate ~~mothers-employees~~ who choose to continue breastfeeding after returning to work. See 740 ILCS 137/, Right to Breastfeed Act; 820 ILCS 260/, Nursing Mothers in the Workplace Act (NMWA); and 29 U.S.C. §218d, added by Pub L. 117-328(7)(f), Fair Labor Standards Act. At least one court has ruled an implied private right of action may exist under the NMWA. *Sprich v. City of Chicago*, 2017 WL 4864913 (N.D.Ill. 2017). See sample language for a personnel handbook in sample administrative procedure 5:10-AP, *Workplace Accommodations for Nursing Mothers*.

designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/.<sup>25</sup>

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager ~~for the under Board policy 2:260, Uniform Grievance Procedure, or in the case of denial of equal employment opportunities on the basis of race, color, or national origin, Board policy 2:270, Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.~~ These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.<sup>26</sup>

#### Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager ~~for the under Board policy 2:260,~~

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>25</sup> 410 ILCS 130/40, amended by P.A. 101-363; 77 Ill.Admin.Code Part 946. To legally use medical cannabis, an individual must first become a *registered qualifying patient*. Their use of cannabis, e.g., permissible locations, is governed by the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/, amended by P.A.s 100-660 and 101-363. There are many situations in which no one, even a registered qualifying patient, may possess or use cannabis except as provided under *Ashley's Law* (105 ILCS 5/22-33, added by P.A.s 100-660, and amended by P.A.s 101-363, and 101-370), including in a school bus or on the grounds of any preschool, or primary or secondary school. 410 ILCS 130/30(a)(2) & (3), amended by P.A. 101-363. See sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, at fn 9 for further discussion.

<sup>26</sup> 775 ILCS 5/6-101, amended by P.A. 103-472, eff. 8-1-24. Discrimination on the basis of a request for or use of a reasonable accommodation is a civil rights violation under the IHRA. *Id.* Most discrimination laws prohibit retaliation against employees who oppose practices made unlawful by those laws, including, for example, Title VII of the FFOA, Title IX, ADA, ADEA, Vietnam Economic Security and Safety Act (VESSA), the EPA, and the Ill. Whistleblower Act (IWA).

The IWA specifically prohibits employers from retaliating against employees for: (1) disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation (740 ILCS 174/15(b)); (2) disclosing information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding where the employee has reasonable cause to believe that the information reveals a violation of a State or federal law, rule or regulation (740 ILCS 174/15(a)); (3) refusing to participate in an activity that would result in a violation of a State or federal law, rule, or regulation, including, but not limited to, violations of FOIA (740 ILCS 174/20); and (4) disclosing or attempting to disclose public corruption or wrongdoing (740 ILCS 174/20.1). The definition of retaliation is expanded to include *other retaliation* and *threatening retaliation*. 740 ILCS 174/20.1, 20.2.

The Ill. False Claims Act defines *State* to include school districts. 740 ILCS 175/2(a). Thus, boards may seek a penalty from a person for making a false claim for money or property. 740 ILCS 175/4. For information regarding the IWA and the tort of retaliatory discharge, see *Thomas v. Guardsmark*, 487 F.3d 531 (7th Cir. 2007) (discussing the elements of retaliatory discharge and IWA); *Sherman v. Kraft General Foods, Inc.*, 272 Ill.App.3d 833 (4th Dist. 1995) (finding employee who reported asbestos hazard had a cause of action for retaliatory discharge).

*Uniform Grievance Procedure.* The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.<sup>27</sup>

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.<sup>28</sup>

**Nondiscrimination Coordinator:**<sup>29</sup>

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone

**Complaint Managers:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>27</sup> The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~" insert a hard return to create a new paragraph, and insert "The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.

<sup>28</sup> Title IX regulations require districts to designate and authorize at least one employee to coordinate their efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. *Id.* See *Ins 22 and 23* in sample policy 2:260, *Uniform Grievance Procedure*.

While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

<sup>29</sup> Best practice is that throughout the district's board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.

The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks.<sup>30</sup>

**Minority Recruitment**<sup>31</sup>

The District will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit the District to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

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<sup>30</sup> In addition to notifying employees of the Uniform Grievance Procedure, a district must notify them of the person(s) designated to coordinate the district's compliance with Title IX and the Rehabilitation Act of 1973. 34 C.F.R. §§106.8(a), 104.8(a). The Nondiscrimination Coordinator may be the same individual for both this policy and sample policy 7:10, *Equal Educational Opportunities*, as well as a Complaint Manager for sample policy 2:260, *Uniform Grievance Procedure*. A comprehensive faculty handbook can provide required notices, along with other important information, to recipients. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and school board. Any *working conditions* contained in the handbook may be subject to mandatory collective bargaining.

<sup>31</sup> All districts must have a policy on minority recruitment. 105 ILCS 5/10-20.7a. Unlike minority recruitment efforts, affirmative action plans are subject to significant scrutiny because of the potential for reverse discrimination. The U.S. Constitution's guarantee of equal protection prohibits school districts from using racial hiring quotas without evidence of past discrimination. See 29 C.F.R. §1608.1 *et seq.* (EEOC's guidelines for affirmative action plans); *Wygant v. Jackson Bd. of Ed.*, 476 U.S. 267 (1986) (The goal of remedying societal discrimination does not justify race-based layoffs.); *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) (Minority contractor quota struck; quotas must be narrowly tailored to remedy past discrimination and the city failed to identify the need for remedial action and whether race-neutral alternatives existed.).

The IHRA states that it shall not be construed as requiring any employer to give preferential treatment or special rights based on sexual orientation or to implement affirmative action policies or programs based on sexual orientation. 775 ILCS 5/1-101.1.

LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.  
 20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.  
 29 U.S.C. §206(d), Equal Pay Act.  
 29 U.S.C. §218d, Fair Labor Standards Act.  
 29 U.S.C. §621 et seq., Age Discrimination in Employment Act.  
 29 U.S.C. §701 et seq., Rehabilitation Act of 1973.  
 38 U.S.C. §4301 et seq., Uniformed Services Employment and Reemployment Rights Act (1994).  
 42 U.S.C. §1981 et seq., Civil Rights Act of 1991.  
 42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.  
 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. Part 1601.  
 42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act of 2008.  
 42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.  
 42 U.S.C. §2000gg et seq., Pregnant Workers Fairness Act.  
 42 U.S.C. §2000e(k), Pregnancy Discrimination Act.  
 42 U.S.C. §12111 et seq., Americans with Disabilities Act, Title I.  
 Ill. Constitution, Art. I, §§17, 18, and 19.  
 105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7.  
 410 ILCS 130/40, Compassionate Use of Medical Cannabis Program Act.  
 410 ILCS 513/25, Genetic Information Privacy Act.  
 740 ILCS 174/, Ill. Whistleblower Act.  
 775 ILCS 5/1-103, 5/2-101, 5/2-102, 5/2-103, 5/2-103.1, 5/2-104(D) and 5/6-101, Ill. Human Rights Act.  
 775 ILCS 35/, Religious Freedom Restoration Act.  
 820 ILCS 55/10, Right to Privacy in the Workplace Act.  
 820 ILCS 70/, Employee Credit Privacy Act.  
 820 ILCS 75/, Job Opportunities for Qualified Applicants Act.  
 820 ILCS 112/, Ill. Equal Pay Act of 2003.  
 820 ILCS 180/30, Victims' Economic Security and Safety Act.  
 820 ILCS 260/, Nursing Mothers in the Workplace Act.


CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment: At-Will, Compensation, and Assignment), 5:300 (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

**13. Approval of Updated Board Policy 5:20 - Workplace Harassment Prohibited**

102

*Recommended Motion:* that the Board of Education accept for first reading the revised Board of Education Policy 5:20, Workplace Harassment Prohibited, as presented. **See Attachment No. 15.**

TO: Members of the Board of Education

FROM: Todd DeTaeye, Assistant Superintendent for Administration and Human Resources 

DATE: April 18, 2024

SUBJECT: Approve Updated Board Policy 5:20, Workplace Harassment Prohibited

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to accept Board Policy updates.

Facts: In the continuing quest to update the District's Board Policies, attached is Board Policy 5:20, Workplace Harassment Prohibited, which was included as part of the March 2024 PRESS update review. Recall the underlined text represents suggested new additions; whereas, the strikethrough text represents suggested deletions.

The revised policy is in response to the reason stated in 2:270, Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited, and in response to incorporate the title change to 2:265, Title IX Grievance Procedure, in anticipation of Title IX rulemaking.

Cost: None.

Recommended Motion: That the Board of Education accept for first reading the revised Board of Education Policy 5:20, Workplace Harassment Prohibited, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

Adopted  
4/16/24  
To

## General Personnel

### Workplace Harassment Prohibited<sup>1</sup>

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content. Federal law requires districts to take action to prevent sexual harassment and to disseminate a policy regarding its prohibition of sex discrimination. 29 C.F.R. §1604.11(f); 34 C.F.R. §106.8(b). State law requires districts to establish a policy to prohibit sexual harassment. 5 ILCS 430/70-5(a), amended by P.A. 101-221. See fn 4 below. Harassment based on a protected status is a form of discrimination that violates many State and federal laws (see the policy's Legal References).

Workplace harassment policies have typically focused on *sexual* harassment since it receives the most attention. However, the broad prohibitions against discrimination in State and federal civil rights laws will cover harassing conduct that is motivated by animus against any protected status. See *Porter v. Erie Foods Int'l, Inc.*, 576 F.3d 629 (7th Cir. 2009) (recognizing a cause of action for race harassment). For a list of protected statuses, see sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. This policy prohibiting harassment has a separate section on sexual harassment because of the extensive statutory and case law regarding it.

Under the Ill. Human Rights Act (IHRA), harassment is unlawful if it has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. 775 ILCS 5/2-101(E-1), added by P.A. 101-221. *Working environment* is not limited to a physical location to which an employee is assigned. *Id.* Harassment is unlawful on the basis of the specifically-listed categories in this policy whether that status is *actual* or *perceived*. *Id.*

An employer is liable under Title VII of the Civil Rights Act of 1964 (Title VII) for an employee's harassment of a co-worker if the employer was negligent with respect to the offensive behavior by, for example, failing to take remedial action when it knew or should have known about the harassment. 42 U.S.C. §2000e *et seq.* An employer is liable under the IHRA for harassment by its nonmanagerial and nonsupervisory employees if it becomes aware of the conduct and fails to take reasonable corrective measures. 775 ILCS 5/2-102(A), amended by P.A. 101-221. However, when the perpetrator is the victim's supervisor, the employer will be vicariously liable for the supervisor's actions. Lack of knowledge of a supervisor's misconduct is no defense. *Burlington Indus. v. Ellerth*, 524 U.S. 742 (1998); *Faragher v. City of Boca Raton*, 524 U.S. 775 (1998). A *supervisor* is someone who has the authority to demote, discharge, or take other negative job action against the victim. *Vance v. Ball State Univ.*, 570 U.S. 421 (2013). Note that the IHRA (775 ILCS 5/2-102(D)) imposes strict liability on the employer when an employee has been sexually harassed by supervisory personnel regardless of whether the harasser has any authority over the complainant. *Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n*, 233 Ill.2d 125 (Ill. 2009). Additionally, under the IHRA, an employer is liable for the harassment of *nonemployees* by nonmanagerial and nonsupervisory employees if it becomes aware of the conduct and fails to take reasonable corrective measures. 775 ILCS 5/2-102(A-10) and (D-5), added by P.A. 101-221. Nonemployees are those who are directly performing services for an employer pursuant to a contract, such as contractors or consultants. *Id.*

Not all harassing conduct is unlawful discrimination, even if it is disruptive and hurtful. If a board wants to include language in this policy prohibiting employees from engaging in intimidating or offensive conduct that is *not* a civil rights violation, it should consult the board attorney.

abusive conduct on the basis of an individual's actual or perceived race<sup>2</sup>, color, religion<sup>3</sup>, national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment-Grievance Procedure*; 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

#### Sexual Harassment Prohibited <sup>4</sup>

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>2</sup> See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 3, for information about the definition of *race*.

<sup>3</sup> The IHRA contains a *religious discrimination* subsection. 775 ILCS 5/2-102(E-5). It expressly prohibits employers from requiring a person to violate a sincerely held religious belief to obtain or retain employment unless, after engaging in a bona fide effort, the employer demonstrates that it is unable to reasonably accommodate the employee's or prospective employee's sincerely held religious belief, practice, or observance without undue hardship on the conduct of the employer's business. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, at f/n 4, for further discussion. Religious beliefs include, but are not limited to: the wearing of any attire, clothing, or facial hair in accordance with the requirements of his/her religion. *Id.* Employers may, however, enact a dress code or grooming policy that restricts attire, clothing, or facial hair to maintain workplace safety or food sanitation. *Id.*

<sup>4</sup> The IHRA (775 ILCS 5/2-102(D)) provides that sexual harassment is a civil rights violation:

For any employer, employee, agent of any employer, employment agency or labor organization to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

See sample policy 2:265, *Title IX Sexual Harassment-Grievance Procedure*, for the definition of Title IX sexual harassment (20 U.S.C. §1681 et seq.), and see f/n 3 of it for examples of employee sexual harassment that may violate Title IX. Title IX's reach is broad because an alleged complainant or alleged respondent may be *anyone* in the district's educational program or activity. This includes applicants for employment, students, parents/guardians, any employee, and third parties. Districts are liable for Title IX sexual harassment when *any* district employee has *actual knowledge* of sexual harassment or allegations of sexual harassment against anyone in the district (except when the only employee with knowledge is the perpetrator of the alleged sexual harassment). 34 C.F.R. §106.30.

The State Officials and Employees Ethics Act (SOEEA) (5 ILCS 430/70-5(a), amended by P.A. 101-224) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment. Unlike the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20.

State and federal law. The District provides annual sexual harassment prevention training in accordance with State law.<sup>5</sup>

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.<sup>6</sup> Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

#### Making a Report or Complaint

Employees and *nonemployees*<sup>7</sup> (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

The policy must include, at a minimum: (1) a prohibition on sexual harassment; (2) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Ill. Dept. of Human Rights (IDHR); (3) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the SOEEA, the Whistleblower Act (740 ILCS 174/), and the IHRA (775 ILCS 5/); (4) the consequences: (a) of a violation of the prohibition on sexual harassment and (b) for knowingly making a false report; and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against an elected official of the governmental unit by another elected official of a governmental unit. 5 ILCS 430/70-5(a), amended by P.A. 101-221. Sample policy 2:105, *Ethics and Gift Ban*, covers item (5) of this list.

<sup>5</sup> 775 ILCS 5/2-109, added by P.A. 101-221. See sample policy 5:100, *Staff Development Program*, at f/n 4. Districts may use a free, online model program to be offered by the Ill. Dept. of Human Rights (IDHR), develop their own program, or utilize a combination of the two, as long as it includes the following, at a minimum: (1) an explanation of sexual harassment consistent with the IHRA, (2) examples of conduct that constitutes unlawful harassment, (3) a summary of relevant federal and State law concerning sexual harassment and remedies available to victims of sexual harassment, and (4) a summary of responsibilities of employers in the prevention, investigation, and corrective measures of sexual harassment. *Id.* at 5/2-109(B); added by P.A. 101-221. For IDHR's online model program, see its *Model Sexual Harassment Prevention Training Program* page at: <https://www2.illinois.gov/dhr/Training/Pages/State-of-Illinois-Sexual-Harassment-Prevention-Training-Model.aspx>. Employers that fail to comply with this training requirement may face financial penalties. *Id.* Training on other types of workplace harassment is not required by law; however it is best practice.

<sup>6</sup> This definition is from State and federal law. 775 ILCS 5/2-101(E) and 29 C.F.R. §1604.11. *Working environment* is not limited to a physical location to which an employee is assigned. 775 ILCS 5/2-101(E), amended by P.A. 101-221. The harassing conduct must be severe or pervasive so as to alter the conditions of the employee's work environment by creating a hostile or abusive situation. *Williams v. Waste Mgmt.*, 361 F.3d 1021 (7th Cir. 2004). The surrounding circumstances, expectations, and relationships will distinguish between teasing or rough-housing and conduct that a reasonable person would find severely hostile or abusive. In addition, while same-sex gender harassment claims are actionable, the victim must show that s/he suffered disadvantageous employment conditions to which members of the other sex were not exposed. *Oncale v. Sundowner Offshore Servs.*, 523 U.S. 75 (1998).

<sup>7</sup> 775 ILCS 5/2-102(A-10) and (D-5), added by P.A. 101-221. See also f/n 1, above, for discussion regarding nonemployees.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint <sup>8</sup>

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. <sup>9</sup>

An employee may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator. <sup>10</sup>

**Nondiscrimination Coordinator:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>8</sup> While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

<sup>9</sup> 5 ILCS 430/70-5(a) requires that a school board policy prohibiting sexual harassment include details for reporting an allegation of sexual harassment, including options for making a confidential report to a supervisor and an ethics officer. 5 ILCS 430/20-23 defines ethics officers as being designated by State agencies under the jurisdiction of the Executive Ethics Commission. School districts are not State agencies (5 ILCS 430/1-5) and do not have ethics officers; thus, this sample policy substitutes Complaint Manager for ethics officer. Note also that the IDHR has established a Sexual Harassment Hotline Call Center and website to help the public find resources and assistance for the filing of sexual harassment complaints. The hotline can be reached Monday through Friday with the exception of State holidays, between the hours of 8:30 a.m. and 5:00 p.m., at 1-877-236-7703. See [www2.illinois.gov/sites/sexualharassment/Pages/default.aspx](http://www2.illinois.gov/sites/sexualharassment/Pages/default.aspx) <https://shdh.illinois.gov/>. All communications received by the IDHR are exempt from disclosure under the Freedom of Information Act (FOIA).

<sup>10</sup> Title IX regulations require districts to identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts. The Nondiscrimination and Title IX Coordinator(s) need not be the same person. If the district uses a separate Title IX Coordinator who does not also serve as the Nondiscrimination Coordinator, delete "~~The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.~~" and supplement the previous sentence to state "The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers." Then, list the Title IX and Nondiscrimination Coordinators' names and contact information separately in this policy.

**Complaint Managers:**

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Email	Email
_____	_____
Telephone	Telephone

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager.<sup>11</sup> Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District’s duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Nondiscrimination Coordinator or designee<sup>12</sup> shall consider whether action under Board policy 2:265, Title IX Sexual Harassment Grievance Procedure, should be initiated.

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited.

For any other alleged workplace harassment that does not require action under Board policies 2:265, Title IX Sexual Harassment Grievance Procedure, or 2:270, Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board policy 2:260, Uniform Grievance Procedure, and/or 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest,<sup>13</sup> should be initiated, regardless of whether a written report or complaint is filed.

\_\_\_\_\_

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>11</sup> If the district’s Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state “Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator, Title IX Coordinator, or a Complaint Manager.”

<sup>12</sup> “Nondiscrimination Coordinator or designee” is used where Title IX is potentially implicated. In contrast, if Title IX is likely not implicated then “Nondiscrimination Coordinator or a Complaint Manager or designee” is used (see next paragraph in policy text). If the district’s Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, delete “Nondiscrimination” and insert “Title IX” in its place.

<sup>13</sup> See sample administrative procedure 5:120-AP2, Employee Conduct Standards and its exhibit 5:120-AP2, E, Expectations and Guidelines for Employee-Student Boundaries.

## Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel <sup>14</sup>

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to Board policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under Board policy 2:265, *Title IX Sexual Harassment-Grievance Procedure*, or Board policy 2:260, *Uniform Grievance Procedure*.

## Enforcement <sup>15</sup>

A violation of this policy by an employee may result in discipline, up to and including discharge.<sup>16</sup> A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee that may be up to and including discharge. <sup>17</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>14</sup> Required for districts located within a county served by an accredited Children's Advocacy Center (CAC). Delete this subhead if your school district is within a county not served by an accredited CAC. 105 ILCS 5/22-85, added by P.A. 101-534 (governing the investigation of an *alleged incident of sexual abuse* of any child within any Illinois counties served by a CAC). For further discussion see fn 14 in sample policy 5:90, *Abused and Neglected Child Reporting*.

<sup>15</sup> See *Berry v. Delta Airlines*, 260 F.3d 803, 811 (7th Cir. 2001) ("If an employer takes reasonable steps to discover and rectify the harassment of its employees ... it has discharged its legal duty.")

In addition to violating other civil rights laws, a school district violates the *public accommodations* article in the IHRA if it fails to take corrective action to stop severe or pervasive harassment. 775 ILCS 5/5-102 and 5/5-102.2, amended by P.A. 102-1102, eff. 1-1-23.

<sup>16</sup> 5 ILCS 430/70-5(a)(consequences of a violation of the prohibition on sexual harassment). When discharge is the penalty, examine 50 ILCS 205/3c. It requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as defined by the IHRA or Title VII. *Id.* Additionally, under the Workplace Transparency Act (WTA), employers may not require confidentiality clauses in settlement or termination agreements involving alleged unlawful employment practices under federal or State civil rights laws, except under specific conditions. 820 ILCS 96/1-30, added by P.A. 101-224.

Prior to the passage of 50 ILCS 205/3c and the WTA, members of the public could already access copies of severance agreements between school districts and their former employees under FOIA. The Ill. Atty. Gen. Public Access Counselor (PAC) directed a public body to release a settlement agreement that arose out of claims of sexual harassment. PAO 14-4. The PAC noted that the public body could not withhold the entire settlement agreement under 5 ILCS 140/7(1)(c), which exempts personal information that would constitute a clearly unwarranted invasion of privacy. Instead, it could redact personal information from the agreement, such as the complainants' names in order to protect their privacy. *Id.* However, data regarding settlement agreements involving allegations of sexual harassment or other unlawful discrimination that an employer must report to IDHR under 775 ILCS 5/2-108 is categorically exempt from FOIA. 5 ILCS 140/7.5(~~5500~~), added by P.A. 101-224. See fn 6 in sample policy 2:260, *Uniform Grievance Procedure*, for more discussion about reconciling 50 ILCS 205/3c with another new law, the Government Severance Pay Act (GSPA) (5 ILCS 415/10(a)(1)), which prohibits school district employees with contract provisions for severance pay to receive any severance pay if they are fired for *misconduct* by the board.

<sup>17</sup> 5 ILCS 430/70-5(a)(consequences for knowingly making a false report of sexual harassment).

### Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and/or the Ill. Human Rights Act (775 ILCS 5/).<sup>18</sup>

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

### Recourse to State and Federal Fair Employment Practice Agencies<sup>19</sup>

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks.<sup>20</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>18</sup> *Id.* (prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the SOEEA, the Whistleblower Act (740 ILCS 174/), and the IHRA (775 ILCS 5/)).

*Crawford v. Metro. Gov't of Nashville & Davidson Cnty.*, 555 U.S. 271 (2009) (holding the anti-retaliation provision in Title VII EEOA protects an employee who spoke out about harassment, not only on his or her own initiative, but also in answering questions during an employer's internal investigation).

<sup>19</sup> 5 ILCS 430/70-5(a)(how an individual can report an allegation of sexual harassment, including options for making a confidential report to the Inspector General or the IDHR). This sample policy does not reference the Inspector General because the Inspector General does not have jurisdiction over public school districts. See 5 ILCS 430/20 (executive inspectors general), 5 ILCS 430/25 (legislative inspector general). School districts must also annually disclose to IDHR certain data about *adverse judgment or administrative rulings* made against them where there was a finding of sexual harassment or unlawful discrimination under federal, State, or local laws. 775 ILCS 5/2-108, added by P.A. 101-224 (scheduled to be repealed on 1-1-30). See IDHR's *FAQ for Employers under Section 5/2-108* and *Form IDHR 2-108*, at: [www2.illinois.gov/dhr/Pages/default.aspx](http://www2.illinois.gov/dhr/Pages/default.aspx) <https://dhr.illinois.gov/content/dam/soi/en/web/dhr/legal/documents/idhr-faq-employers-section5-2-108.pdf>.

<sup>20</sup> A district must notify employees of the grievance procedure and the person(s) designated to coordinate the district's compliance with Title IX. 34 C.F.R. §106.8. The nondiscrimination coordinator can be the same individual for both this policy and policy 7:10, *Equal Educational Opportunities*, as well as the complaint manager in *sample policy 2:260, Uniform Grievance Procedure*. A comprehensive faculty handbook can provide required notices, along with other important information to recipients. The handbook can be developed by the building principal, but should be reviewed and approved by the superintendent and board. Any *working conditions* contained in the handbook may be subject to mandatory collective bargaining.

Informing nonemployees is not required by law. However, given the potential for employer liability under the IHRA for harassment of nonemployees, best practice is to publicize this policy to those individuals as well.

LEGAL REF.: 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. §1604.11.  
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.  
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.  
775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2, Ill. Human Rights Act.  
56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.  
Vance v. Ball State Univ., 570 U.S. 421 (2013).  
Crawford v. Metro. Gov't of Nashville & Davidson Cnty., 555 U.S. 271 (2009).  
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).  
Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998).  
Burlington Indus. v. Ellerth, 524 U.S. 742 (1998).  
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).  
Harris v. Forklift Systems, 510 U.S. 17 (1993).  
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).  
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).  
Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir. 2009).  
Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).  
Berry v. Delta Airlines, 260 F.3d 803 (7th Cir. 2001).  
Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

**14. Approval of Updated Board Policy 5:100 - Staff Development Program**

112

*Recommended Motion:* that the Board of Education accept for first reading the revised Board of Education Policy 5:100, Staff Development Program, as presented. **See Attachment No. 16.**

TO: Members of the Board of Education

FROM: Todd DeTaeye, Assistant Superintendent for Administration and Human Resources *T.D.*

DATE: April 18, 2024

SUBJECT: Approve Updated Board Policy 5:100, Staff Development Program

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to accept Board Policy updates.

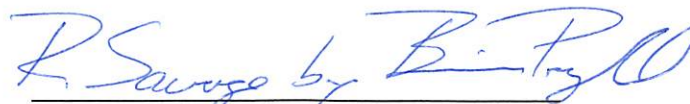
Facts: In the continuing quest to update the District's Board Policies, attached is Board Policy 5:100, Staff Development Program, which was included as part of the March 2024 PRESS update review. Recall the underlined text represents suggested new additions; whereas, the strikethrough text represents suggested deletions.

The revised policy is in response to streamlining school staff training requirements into eight distinct categories, requiring all employees to be trained on the prevention of discrimination and harassment based on race, color, and national origin; and listing training required by State and/or federal law that is not required to be specified in policy.

Cost: None.

Recommended Motion: That the Board of Education accept for first reading the revised Board of Education Policy 5:100, Staff Development Program, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

Adopted  
4/16/24  
B.

General Personnel

Staff Development Program<sup>1</sup>

The Superintendent or designee shall implement a staff development program. The goal of the program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for licensed staff members shall be designed to effectuate any School Improvement Plans so that student learning objectives meet or exceed goals established by the District and State.

Abused and Neglected Child Reporting Act (ANCRA) and Erin's Law Training

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA) mandated reporter training and training on the awareness and prevention of child sexual abuse and grooming behaviors (*Erin's Law*) as follows (see Board policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, and 5:90, *Abused and Neglected Child Reporting*):<sup>2</sup>

1. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
2. By January 31 of every year, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors (including *sexual misconduct* as defined in *Faith's Law*), and boundary violations.

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content. A school board may set and enforce professional growth requirements. 105 ILCS 5/24-5. Failure to meet professional growth requirements is considered remediable. *Morris v. Ill. State Bd. of Educ.*, 198 Ill. App. 3d 51 (3rd Dist. 1990).

This policy contains items on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

105 ILCS 5/2-3.62 requires the Ill. State Board of Education (ISBE) to establish a regional network of educational service centers to coordinate and combine existing services in a manner that is practical and efficient for schools. Their purposes are to provide, among other things, continuing education, in-service training, and staff development services to all local school districts in Illinois.

<sup>2</sup> 325 ILCS 5/4(j), amended by P.A. 102-604; and 105 ILCS 5/10-23.13, amended by P.A. 102-610, a/k/a *Erin's Law*. Sexual misconduct under *Faith's Law* is defined in 105 ILCS 5/22-85.5(c), added by P.A. 102-676.

Mandated reporter training may be in-person or web-based and must include, at a minimum, information on the following topics: (1) indicators for recognizing child abuse and child neglect; (2) the process for reporting suspected child abuse and child neglect and the required documentation; (3) responding to a child in a trauma-informed manner; (4) understanding the response of child protective services and the role of the reporter after a call has been made; and (5) implicit bias. *Implicit bias* means the attitudes or internalized stereotypes that affect people's perceptions, actions, and decisions in an unconscious manner and that exist and often contribute to unequal treatment of people based on race, ethnicity, gender identity, sexual orientation, age, disability, and other characteristics. The implicit bias topic must include, at a minimum: (1) information on implicit bias; (2) information on racial and ethnic sensitivity; and (3) tools to adjust automatic patterns of thinking and ultimately eliminate discriminatory behaviors. 325 ILCS 5/4(j), amended by P.A. 102-604. Districts must provide mandated reporter training through either the Ill. Dept. of Children and Family Services (DCFS), an entity authorized to provide continuing education through the Dept. of Financial and Professional Regulation, ISBE, the Ill. Law Enforcement Training Standards Board, the Ill. State Police, or an organization approved by DCFS to provide mandated reporter training. *Id.* *Child-serving organizations*, which are not defined in ANCRA, are "encouraged to provide in-person annual trainings." *Id.*

## In-Service Training Requirements

The staff development program shall provide, at a minimum, within six months of employment and renewed at least once every five years thereafter (unless required more frequently by other State or federal law), the in-service training of all District staff who work with pupils on:<sup>3</sup>

1. Health conditions of students,<sup>4</sup> including but not limited to training on:
  - a. Chronic health conditions of students;
  - b. Anaphylactic reactions and management, conducted by a person with expertise on anaphylactic reactions and management;
  - c. Management of asthma, prevention of asthma symptoms, and emergency response in the school setting;
  - d. The basics of seizure recognition and first aid and emergency protocols, consistent with best practice guidelines issued by the Centers for Disease Control and Prevention;
  - e. The basics of diabetes care, how to identify when a diabetic student needs immediate or emergency medical attention, and whom to contact in case of emergency;

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>3</sup> This list of in-service trainings is required by State law but only Nos. 4, 5(d), and 7 are required to be specified in board policy. Beginning 7-1-24, 105 ILCS 5/10-22.39, amended by P.A. 103-542, requires all teachers, administrators, and school support personnel to complete these trainings during an in-service training program conducted by their board or through other training opportunities, including institutes provided by regional superintendents and intermediate service center executive directors under 105 ILCS 5/3-11, amended by P.A.s 103-542, eff. 7-1-24, and 103-413. If teachers, administrators, or school support personnel obtain training outside of an in-service training program or from a previous school employer, they may present documentation showing current compliance to satisfy the requirement of receiving training within six months of first being employed. *Id.*

Different from the in-service training that school districts must provide to their staff, 105 ILCS 5/3-11, amended by P.A.s 103-542, eff. 7-1-24, and 103-413, contains requirements that the regional superintendents and intermediate service center executive directors must include during institutes for teachers, administrators, and school support personnel. Instruction on prevalent student chronic health conditions, as well as educator ethics and teacher-student conduct training, is also required. See also f/ns 4-12 below discussing the board's requirements in 105 ILCS 5/10-22.39.

Both 105 ILCS 5/3-11 and 5/10-22.39 use the phrase *teachers, administrators, and school support personnel*, but for brevity this material uses the phrase *all District staff*. While the language of this paragraph is not required to be in board policy, including it provides a way for boards to monitor that it is being done. It also provides an opportunity for each board and the superintendent to examine all current policies, collective bargaining agreements, and administrative procedures on this subject.

In-service training programs on the topics listed in 105 ILCS 5/10-22.39, amended by P.A.s 103-542, eff. 7-1-24, and 103-413, shall be credited toward hours of professional development required for license renewal as outlined in 105 ILCS 5/21B-45(e). School support personnel may be exempt from in-service training if the training is not relevant to the work they do.

<sup>4</sup> 105 ILCS 5/10-22.39(b-5), added by P.A. 103-542, eff. 7-1-24. Nurses and school nurses, as defined by 105 ILCS 5/10-22.23 (school nurse), are exempt from training on health conditions of students under 105 ILCS 5/10-22.39(b-5), added by P.A. 103-542, eff. 7-1-24.

For No. 1(c), Consult the board attorney about whether:

1. All asthma action plans should require immediate 911 calls based upon *In re Estate of Stewart*, 406 Ill.Dec. 345 (2nd Dist. 2016); *In re Estate of Stewart*, 412 Ill.Dec. 914 (Ill. 2017) (school district's appeal denied). The court held that a teacher's failure to dial 911 immediately upon a student's asthma attack was willful and wanton conduct, subjecting the school district to liability under the Local Governmental and Governmental Employees Tort Immunity Act.
2. The duties and responsibilities of the district when it asks for but does not receive an asthma action plan from a parent/guardian and the logistics of distributing any received plans to those employees who need to know based upon *Stewart*, above.

For No. 1(d), see also 105 ILCS 150/25, amended by P.A. 103-542, eff. 7-1-24, and No. 6 under the subhead **Additional Training Requirements**.

For No. 1(e), see also 105 ILCS 145/25, amended by P.A. 103-542, eff. 7-1-24, and No. 7 under the subhead **Additional Training Requirements**.

- f. Current best practices regarding identification and treatment of attention deficit hyperactivity disorder; and
  - g. How to respond to an incident involving life-threatening bleeding, including use of a school's trauma bleeding control kit, if applicable.<sup>5</sup>
2. Social-emotional learning.<sup>6</sup> Training may include providing education to all school personnel about the content of the Illinois Social and Emotional Learning Standards, how they apply to everyday school interactions, and examples of how social emotional learning can be integrated into instructional practices across all grades and subjects.
  3. Developing cultural competency,<sup>7</sup> including but not limited to understanding and reducing implicit bias, including *implicit racial bias* as defined in 105 ILCS 5/10-20.61 (implicit bias training).
  4. Identifying warning signs of mental illness, trauma, and suicidal behavior in youth, along with appropriate intervention and referral techniques, including resources and guidelines as outlined in 105 ILCS 5/2-3.166 (*Ann Marie's Law*).<sup>8</sup>
  5. Domestic and sexual violence and the needs of expectant and parenting youth, conducted by persons with expertise in domestic and sexual violence and the needs of expectant and parenting youth.<sup>9</sup> Training shall include, but is not limited to:
    - a. Communicating with and listening to youth victims of domestic or sexual violence and expectant and parenting youth;
    - b. Connecting youth victims of domestic or sexual violence and expectant and parenting youth to appropriate in-school services and other agencies, programs, and services as needed;
    - c. Implementing the District's policies and procedures regarding such youth, including confidentiality; and
    - d. Procedures for responding to incidents of teen dating violence that take place at school, on school grounds, at school-sponsored activities, or in vehicles used for school-provided transportation as outlined in 105 ILCS 110/3.10 (see Board policy 7:185, *Teen Dating Violence Prohibited*).

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>5</sup> From 6-30-23 through 7-1-24, 105 ILCS 5/10-22.39(g), added by P.A. 103-128, requires that at least once every two years, all District personnel be trained on methods to respond to trauma, including instruction on how to respond to an incident involving life-threatening bleeding and, if applicable, how to use a school's trauma kit. See 105 ILCS 5/10-20.85, added by P.A. 103-128, for a definition of *trauma kit*. To avoid confusion between trauma related to life-threatening bleeding and *trauma* as defined in 105 ILCS 5/3-11(b), added by P.A. 103-413, this policy uses the phrase *trauma bleeding control kit* instead of *trauma kit*.

Beginning with the 2024-25 school year, training on life-threatening bleeding must be completed within six months of employment and renewed within two years. Beginning with the 2027-28 school year, training on life-threatening bleeding must be completed within six months of employment and renewed at least once every five years thereafter. 105 ILCS 5/10-22.39(b-5)(7), added by P.A. 103-542, eff. 7-1-24.

<sup>6</sup> 105 ILCS 5/10-22.39(b-10), added by P.A. 103-542, eff. 7-1-24.

<sup>7</sup> 105 ILCS 5/10-22.39(b-15), added by P.A. 103-542, eff. 7-1-24.

<sup>8</sup> 105 ILCS 5/10-22.39(b-20), added by P.A. 103-542, eff. 7-1-24. Training on the implementation of trauma-informed practices satisfies the requirements of this subsection. *Id.* In addition, Illinois Mental Health First Aid training may satisfy the requirements of this subsection. If teachers, administrators, or school support personnel obtain mental health first aid training outside of an in-service training program, they may present a certificate of successful completion of that training to the school district to satisfy the requirements of this law. *Id.* For further information on Mental Health First Aid, see <https://namiillinois.org/resources/about-mental-illness/mental-health-first-aid/>.

<sup>9</sup> 105 ILCS 5/10-22.39(b-25), added by P.A. 103-542, eff. 7-1-24. See sample policy 7:185, *Teen Dating Violence Prohibited*.

6. Protections and accommodations for students,<sup>10</sup> including but not limited to training on:
  - a. The federal Americans with Disabilities Act as it pertains to the school environment; and
  - b. Homelessness.
7. Educator ethics and responding to child sexual abuse and grooming behavior (see Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*);<sup>11</sup> including but not limited to training on:
  - a. Teacher-student conduct;
  - b. School employee-student conduct; and
  - c. Evidence-informed training on preventing, recognizing, reporting, and responding to child sexual abuse and grooming as outlined in 105 ILCS 5/10-23.13 (*Erin's Law*).
8. Effective instruction in violence prevention and conflict resolution,<sup>12</sup> conducted in accordance with the requirements of 105 ILCS 5/27-23.4 (violence prevention and conflict resolution education).

#### Additional Training Requirements

In addition, the staff development program shall include each of the following: <sup>13</sup>

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>10</sup> 105 ILCS 5/10-22.39(b-30), added by P.A. 103-542, eff. 7-1-24. Beginning with the 2024-25 school year, training on homelessness must be completed within six months of employment and renewed within two years. Beginning with the 2027-28 school year, training on homelessness must be completed within six months of employment and renewed at least once every five years thereafter. Boards may work with a community-based organization specializing in working with homeless children and youth to develop and provide this training. See 105 ILCS 5/10-22.39(b-30)(1) - (5), added by P.A. 103-542, eff. 7-1-24, for homelessness training content requirements. Note: the homelessness training content requirements in 105 ILCS 5/10-22.39(b-30)(1) - (5), added by P.A. 103-542, eff. 7-1-24, are nearly identical to the homelessness training content requirements in 105 ILCS 5/10-22.39(a) (final citation pending), added by P.A. 103-41, eff. 8-20-24.

Beginning with the 2016-17 school year, institutes under 105 ILCS 5/3-11 had to include instruction on the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.) as it pertains to the school environment at least every two years. Contact the Regional Superintendent or the appropriate Intermediate Service Center Executive Director with questions about online training for this component of a teachers' institute. Discuss with the board attorney the best practices of documenting trainings and evaluations of trainings; many attorneys in the field prefer documentation of ADA trainings to assist in their defense of any potential ADA claims against the district.

<sup>11</sup> 105 ILCS 5/10-22.39(b-35), added by P.A. 103-542, eff. 7-1-24. Each board may want to have a conversation with the superintendent and direct him or her to develop a curriculum for the in-services that instructs all district staff to maintain boundaries and act appropriately, professionally, and ethically with students. See also sample policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, and f/n 11 in sample policy 4:110, *Transportation*. These expectations will be most effective when they reflect local conditions and circumstances. Employee conduct issues may be subjects of mandatory collective bargaining, therefore consulting the board attorney should be a part of this process. A district would commit an unfair labor practice by implementing new employee conduct rules without first offering to negotiate them with the applicable exclusive bargaining representative.

<sup>12</sup> 105 ILCS 5/10-22.39(b-40), added by P.A. 103-542, eff. 7-1-24.

<sup>13</sup> Optional. These in-services and/or trainings are required by State and/or federal law but are not required to be specified in board policy. The only non-School Code State and/or federal law training requirements listed are from the Abused and Neglected Child Reporting Act (325 ILCS 5/), Ill. Human Rights Act (775 ILCS 5/), Seizure Smart School Act (105 ILCS 150/), Care of Students with Diabetes Act (105 ILCS 150/), and Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.).

Putting this optional list into the policy will help the board monitor that the required in-service and training topics are being covered. While it is possible to *pick and choose*, this practice is likely to add more confusion to an already confusing responsibility. Unless noted, the School Code does not mandate the frequency with which the training must occur. Several other trainings that are mentioned in laws other than the School Code are addressed in other sample policies and procedures. Many of those policies and procedures are listed in the cross-references to this policy, e.g., training requirements under the Care of Students with Diabetes Act. 105 ILCS 145/.

1. Ongoing professional development for teachers, administrators, school resource officers, and staff regarding the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates. <sup>14</sup>
2. Annual continuing education and/or training opportunities (professional standards) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three-year period. <sup>15</sup>
3. All high school coaching personnel, including the head and assistant coaches, and athletic directors must obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15. Coaching personnel and athletic directors hired on or after 8-19-14 must be certified before their position's start date. <sup>16</sup>
4. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: coaches and assistant coaches (whether volunteer or employee) of an interscholastic athletic activity; nurses, licensed and/or non-licensed healthcare professionals serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity; and physicians serving on the Concussion Oversight Team. <sup>17</sup>
5. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials. <sup>18</sup>
6. For delegated care aides performing services in connection with a student's seizure action plan, training in accordance with 105 ILCS 150/, the Seizure Smart School Act. <sup>19</sup>
7. For delegated care aides performing services in connection with a student's diabetes care plan, training in accordance with 105 ILCS 145/, the Care of Students with Diabetes Act. <sup>20</sup>
8. For all District staff, annual sexual harassment prevention training. <sup>21</sup>
9. Title IX requirements for training as follows (see Board policy 2:265, *Title IX Grievance Procedure*): <sup>22</sup>
  - a. For all District staff, training on the definition of sexual harassment, the scope of the District's education program or activity, all relevant District policies and procedures,

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>14</sup> 105 ILCS 5/10-22.6(c-5). School board members are also included.

<sup>15</sup> 7 C.F.R. Parts 210 and 235. 7 C.F.R. §210.2 defines school nutrition program directors, managers and staff. 7 C.F.R. §§210.15(b)(8) (recordkeeping requirements) and 210.31(a), (c), (d), and (e) (professional standards requirements); 210.31(g)(requiring school food authority director to keep records). Food service funds may be used for reasonable, allocable, and necessary training costs. 7 C.F.R. §210.31(f). The U.S. Dept. of Agriculture (USDA) has established implementation resources that contain training opportunities and resources covering the four core training areas: nutrition, operations, administration, and communications/marketing at: [www.fns.usda.gov/cn/professional-standards](http://www.fns.usda.gov/cn/professional-standards).

<sup>16</sup> Required only for districts with grades 9-12 by 105 ILCS 25/1.15. Delete for elementary school districts.

<sup>17</sup> 105 ILCS 5/22-80(h).

<sup>18</sup> 105 ILCS 5/10-20.17a; 23 Ill.Admin.Code §1.330.

<sup>19</sup> 105 ILCS 150/25, amended by P.A. 103-542, eff. 7-1-24.

<sup>20</sup> 105 ILCS 145/25, amended by P.A. 103-542, eff. 7-1-24.

<sup>21</sup> 775 ILCS 5/2-109. See f/n 5 in sample policy 5:20, *Workplace Harassment Prohibited*, for further detail about this training requirement.

<sup>22</sup> 34 C.F.R. §106.45(b)(1)(iii).

and the necessity to promptly forward all reports of sexual harassment to the Title IX Coordinator.

- b. For school personnel designated as Title IX coordinators, investigators, decision-makers, or informal resolution facilitators, 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 hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
  - c. For school personnel designated as Title IX investigators, training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
  - d. For school personnel designated as Title IX decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.
10. Training for all District employees on the prevention of discrimination and harassment based on race, color, and national origin in school as part of new employee training and at least once every two years.<sup>23</sup>
  11. Training for at least one designated employee at each school about the Prioritization of Urgency of Need for Services (PUNS) database and steps required to register students for it.<sup>24</sup>

The Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*.<sup>25 26</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>23</sup> 775 ILCS 5/5A-103(c), added by P.A. 103-472, eff. 8-1-24. For training requirement details, see sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*.

<sup>24</sup> 105 ILCS 5/2-3.163(c), amended by P.A. 103-504.

<sup>25</sup> Required by 105 ILCS 5/2-3.166(c)(2) (*Ann Marie's Law*). See sample administrative procedures 6:60-AP1, *Comprehensive Health Education Program*, and 7:290-AP, *Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program*.

<sup>26</sup> For districts that have a practice of providing instruction in life-saving techniques and first-aid in their staff development programs, insert the following optional paragraph that restates 105 ILCS 5/3-11, 105 ILCS 110/3, and 77 Ill.Admin.Code §527.800:

An opportunity shall be provided for all staff members to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automated external defibrillator, in accordance with a nationally recognized certifying organization. Physical fitness facilities' staff must be trained in cardiopulmonary resuscitation and use of an automated external defibrillator.

Persons performing CPR are generally exempt from civil liability if they are trained in CPR (745 ILCS 49/10); persons performing automated external defibrillation are generally exempt from civil liability if they were trained and acted according to the standards of the American Heart Association (745 ILCS 49/12).

The board may also want to address other staff development opportunities. While not required to be in policy, 105 ILCS 5/27-23.10, amended by P.A. 103-542, eff. 7-1-24, requires a school board to collaborate with State and local law enforcement agencies on gang resistance education. It also states that ISBE may assist in the development of instructional materials and teacher training for gang resistance education and training, which may be helpful to include in the staff development program. Other mandated and recommended staff development opportunities that are not located in the School Code or ISBE rules are found in the Ill. Administrative Code or federal regulations. Many of them are cross referenced in this policy.

- LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.  
 42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010; 7 C.F.R. Parts 210 and 235.  
 105 ILCS 5/2-3.62, 5/2-3.166, 5/3-11, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/10-23.13, 5/22-80(h), 5/22-95, and 5/24-5.  
 105 ILCS 25/1.15, Interscholastic Athletic Organization Act.  
 105 ILCS 145/25, Care of Students with Diabetes Act  
 105 ILCS 150/25, Seizure Smart School Act.  
 105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.  
 325 ILCS 5/4, Abused and Neglected Child Reporting Act.  
 745 ILCS 49/, Good Samaritan Act.  
 775 ILCS 5/2-109 and 5/5A-103, Ill. Human Rights Act.  
 23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.  
 77 Ill.Admin.Code §527.800.
- CROSS REF.: 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 4:160 (Environmental Quality of Buildings and Grounds), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:50 (School Wellness), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:270 (Administering Medicines to Students), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:290 (Suicide and Depression Awareness and Prevention), 7:305 (Student Athlete Concussions and Head Injuries)
- ADMIN. PROC.: 2:265-API (Title IX Response), 2:265-AP2 (Formal Title IX Complaint Grievance Process), 2:270-AP (Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin), 4:160-AP (Environmental Quality of Buildings and Grounds), 4:170-AP6 (Plan for Responding to a Medical Emergency at a Physical Fitness Facility with an AED), 5:100-AP (Staff Development Program), 5:120-AP2 (Employee Conduct Standards), 5:150-AP (Personnel Records), 6:120-AP4 (Care of Students with Diabetes), 7:250-API (Measures to Control the Spread of Head Lice at School), 7:250-AP2 (Protocol for Responding to Students with Social, Emotional, or Mental Health Needs), 7:285-AP (Anaphylaxis Prevention, Response, and Management Program), 7:290-AP (Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program)

**15. Approval of Updated Board Policy 5:120 - Employee Ethics; Code of Professional Conduct; and Conflict of Interest**

121

*Recommended Motion:* that the Board of Education accept for first reading the revised Board of Education Policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest, as presented. **See Attachment No. 17.**

TO: Members of the Board of Education

FROM: Todd DeTaeye, Assistant Superintendent for Administration and Human Resources *T.D.*

DATE: April 18, 2024

SUBJECT: Approve Updated Board Policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to accept Board Policy updates.

Facts: In the continuing quest to update the District's Board Policies, attached is Board Policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest, which was included as part of the March 2024 PRESS update review. Recall the underlined text represents suggested new additions; whereas, the strikethrough text represents suggested deletions.

The revised policy is in response to solely updating the title change to 2:265, Title IX ~~Sexual Harassment~~ Grievance Procedure, in anticipation of Title IX rulemaking.

Cost: None.

Recommended Motion: That the Board of Education accept for first reading the revised Board of Education Policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

Adopted  
4/16/24  
B.

## General Personnel

### Employee Ethics; Code of Professional Conduct; and Conflict of Interest<sup>1</sup>

All District employees are expected to maintain high standards in their job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional and appropriate relationships with students, parents/guardians, staff members, and others.

The Superintendent or designee shall provide this policy to all District employees and students and/or parents/guardians in their respective handbooks, and ensure its posting on the District's website, if any.<sup>2</sup>

#### Professional and Appropriate Conduct

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to learn and the District's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for District employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct.<sup>3</sup>

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> The State Officials and Employees Ethics Act (SOEEA) (5 ILCS 430), *Erin's Law* (105 ILCS 5/10-23.13, amended by P.A. 102-610), and *Faith's Law* (105 ILCS 5/22-85.5, added by P.A. 102-676), require a policy on subjects covered in this sample policy: State and federal law controls its content.

This policy contains items on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

This policy largely cites 105 ILCS 5/22-85.5, a small portion of the *Faith's Law* package. *Faith's Law* is the entirety of Public Act 102-676, which closed significant legal loopholes related to combating grooming by: (1) broadening the definition of grooming prohibited by the Criminal Code of 2012 (720 ILCS 5/11-25); (2) authorizing the Ill. Dept. of Children and Family Services to investigate grooming allegations under the Abused and Neglected Child Reporting Act (325 ILCS 5/3); and (3) requiring the Ill. State Board of Education (ISBE) to develop and maintain a resource guide for students, parents/guardians, and teachers about sexual abuse response and prevention resources available in their community (105 ILCS 5/2-3.188). ISBE's *Sexual Abuse Response and Prevention Resource Guide* (June 2023) is at: [www.isbe.net/Documents/Faiths-Law-Resource-Guide.pdf](http://www.isbe.net/Documents/Faiths-Law-Resource-Guide.pdf). A *Faith's Law* trailer bill, P.A. 102-702, further combats grooming by amending School Code provisions related to district and third-party contractor hiring practices, suspension and revocation of employee licenses, and criminal history records checks for prospective and current employees.

<sup>2</sup> Required by 105 ILCS 5/22-85.5(e), added by P.A. 102-676. See 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, and 7:190-E2, *Student Handbook Checklist*. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with PRESS material. *Online Model Student Handbook (MSH)*, at: [www.ilprincipals.org/msh](http://www.ilprincipals.org/msh).

<sup>3</sup> See 105 ILCS 5/22-85.5(b), added by P.A. 102-676.

The Superintendent or designee shall identify employee conduct standards<sup>4</sup> that define appropriate employee-student boundaries, provide training about them, and monitor the District's employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the *Code of Ethics for Illinois Educators*, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.<sup>5</sup>
2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee-student boundary violations as required by law and policies 2:265, *Title IX Sexual Harassment Grievance Procedure*; 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*; 5:90, *Abused and Neglected Child Reporting*; and 5:100, *Staff Development Program*.<sup>6</sup>
3. Employees maintain professional relationships with students, including maintaining employee-student boundaries based upon students' ages, grade levels, and developmental levels and following District-established guidelines for specific situations, including but not limited to:<sup>7</sup>
  - a. Transporting a student;
  - b. Taking or possessing a photo or video of a student; and
  - c. Meeting with a student or contacting a student outside the employee's professional role.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>4</sup> Sample conduct standards are contained in administrative procedure 5:120-AP2, *Employee Conduct Standards*. These items are subjects of mandatory collective bargaining. Consult the board attorney for advice before establishing them.

<sup>5</sup> 105 ILCS 5/22-85.5(d)(1), added by P.A. 102-676; 23 Ill. Admin. Code Part 22. 105 ILCS 5/22-85.5(d)(1) requires boards to incorporate ISBE's *Code of Ethics for Illinois Educators* in their policies. Prior to this law requiring boards to incorporate the *Code* by reference, this policy incorporated it to demonstrate a board's commitment to the *Code*'s principles, potentially allowing a board to enforce the *Code* independently from any action taken by the State Superintendent.

<sup>6</sup> 105 ILCS 5/22-85.5(d)(5), added by P.A. 102-676, requires districts to reference required employee training related to child abuse and educator ethics in its employee professional conduct policy.

105 ILCS 5/10-22.39(b-35), added by P.A. 103-542, eff. 1-1-24, requires that beginning 7-1-24, each board conduct in-service training on educator ethics and responding to child sexual abuse and grooming behavior including, but not limited to, teacher-student conduct, school employee-student conduct, and evidence-informed training on preventing, recognizing, reporting, and responding to child sexual abuse and grooming as outlined in 105 ILCS 5/10-23.13 (a/k/a *Erin's Law*) for all teachers, administrators, and school support personnel. These expectations will be most effective when the in-service curriculum reflects local conditions and circumstances. While the School Code only requires the in-service, the requirement presents an opportunity for each board and the superintendent to examine all current policies, collective bargaining agreements, and administrative procedures on this subject. Each board may then want to have a conversation with the superintendent and direct him or her to develop a curriculum for the in-service that instructs all district employees to maintain boundaries and act appropriately, professionally, and ethically with students. See discussion in f/n 4 in 5:100, *Staff Development Program*. After its discussion of these issues, the board may have further expectations and may choose to reflect those expectations here.

105 ILCS 5/10-23.13(c), amended by P.A. 102-610, requires districts to provide evidenced-informed training for school personnel on preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior by no later than January 31 of each year. See sample policy 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, for further detail about the training requirements.

325 ILCS 5/4(j), amended by P.A. 102-604, requires district employees to complete mandated reporter training within three months of initial employment and at least every three years thereafter.

775 ILCS 5/2-109 requires districts to provide annual workplace sexual harassment prevention training to all employees. See f/n 4 in sample policy 5:20, *Workplace Harassment Prohibited*, for further detail about the training requirements.

<sup>7</sup> Required by 105 ILCS 5/10-23.13(b), amended by P.A. 102-610; 105 ILCS 5/22-85.5(d)(3), added by P.A. 102-676. Sample expectations and guidelines are contained in administrative procedure 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*.

4. Employees report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment-Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.<sup>8</sup>
5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:<sup>9</sup>
  - a. Violates expectations and guidelines for employee-student boundaries.<sup>10</sup>
  - b. Sexually harasses a student.<sup>11</sup>
  - c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/),<sup>12</sup> Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*), or the Elementary and Secondary Education Act (20 U.S.C. § 7926).<sup>13</sup>
  - d. Engages in grooming as defined in 720 ILCS 5/11-25.<sup>14</sup>
  - e. Engages in grooming behaviors. Prohibited grooming behaviors<sup>15</sup> include, at a minimum, *sexual misconduct*. *Sexual misconduct*<sup>16</sup> is any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
    - i. A sexual or romantic invitation.

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>8</sup> Required by 105 ILCS 5/22-85.5(d)(4), added by P.A. 102-676. See also 105 ILCS 5/10-23.13(b), amended by P.A. 102-610.

<sup>9</sup> Required by 105 ILCS 5/22-85.5(f), added by P.A. 102-676.

<sup>10</sup> Sample expectations and guidelines are contained in administrative procedure 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*. These items are subjects of mandatory collective bargaining. Consult the board attorney for advice before establishing them.

<sup>11</sup> The Ill. Human Rights Act makes it a civil rights violation to fail to take remedial action, or to fail to take appropriate disciplinary action, against any employee when the district knows that the employee committed or engaged in sexual harassment of a student. 775 ILCS 5/5A-102, amended by P.A. 103-472, eff. 8-1-24. Sexual harassment of a student is also prohibited by 2:265, *Title IX Sexual Harassment-Grievance Procedure*, and 7:20, *Harassment of Students Prohibited*. Sexual harassment of an employee is also prohibited by policy 2:265, *Title IX Sexual Harassment-Grievance Procedure*, and 5:20, *Workplace Harassment Prohibited*.

<sup>12</sup> 325 ILCS 5/4(a)(4); 105 ILCS 5/10-23.12(c) (all district employees); 105 ILCS 5/21B-75(b) (teachers), amended by P.A.s 102-552 and 102-702.

<sup>13</sup> Required by 105 ILCS 5/22-85.5(d)(4), added by P.A. 102-676.

<sup>14</sup> 720 ILCS 5/11-25(a), amended by P.A. 102-676, defines *grooming* as follows: "A person commits grooming when he or she knowingly uses a computer on-line service, Internet service, local bulletin board service, or any other device capable of electronic data storage or transmission, performs an act in person or by conduct through a third party, or uses written communication to seduce, solicit, lure, or entice, or attempt to seduce, solicit, lure, or entice, a child, a child's guardian, or another person believed by the person to be a child or a child's guardian, to commit any sex offense as defined in Section 2 of the Sex Offender Registration Act, to distribute photographs depicting the sex organs of the child, or to otherwise engage in any unlawful sexual conduct with a child or with another person believed by the person to be a child. As used in this Section, 'child' means a person under 17 years of age."

<sup>15</sup> Required by 105 ILCS 5/10-23.13(b), amended by P.A. 102-610.

<sup>16</sup> Required by 105 ILCS 5/22-85.5(d)(2), added by P.A. 102-676. This definition of *sexual misconduct* is adapted from 105 ILCS 5/22-85.5(c), added by P.A. 102-676. It results from collaboration to implement some recommendations of the *Make Sexual and Severe Physical Abuse Fully Extinct (Make S.A.F.E.) Taskforce* and was endorsed by Stop Educator Sexual Abuse Misconduct & Exploitation (S.E.S.A.M.E.), a national organization working to prevent sexual exploitation, abuse, and harassment of students by teachers and other school staff. See [www.sesamenet.org/](http://www.sesamenet.org/) for further information.

- ii. Dating or soliciting a date.
- iii. Engaging in sexualized or romantic dialog.
- iv. Making sexually suggestive comments that are directed toward or with a student.
- v. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
- vi. A sexual, indecent, romantic, or erotic contact with the student.

Statement of Economic Interests

The following employees must file a *Statement of Economic Interests* as required by the III. Governmental Ethics Act: <sup>17</sup>

- 1. Superintendent;
- 2. Building Principal;
- 3. Head of any department;
- 4. Any employee who, as the District’s agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater;
- 5. Hearing officer;
- 6. Any employee having supervisory authority for 20 or more employees; and
- 7. Any employee in a position that requires an administrative or a chief school business official endorsement.

Ethics and Gift Ban

Board policy 2:105, *Ethics and Gift Ban*, applies to all District employees.<sup>18</sup> Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with 105 ILCS 5/22-5, “no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected,” except when the employee is the author or developer of instructional materials listed with ISBE and adopted for use by the Board.<sup>19</sup> An employee having an interest in instructional materials must file an annual statement with the Board Secretary.<sup>20</sup>

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>17</sup> 5 ILCS 420/4A-101-5. See 5 ILCS 420/4A-102, amended by P.A.s 102-664 and 102-813, for economic interests of an employee’s spouse or any other party that is considered the employee’s interests if the employee constructively controls them. Any county clerk may use a mandatory system of Internet-based filing of economic interest statements; if done, the clerk must post the statements, without the addresses, of the filers, on a publicly accessible website. 5 ILCS 420/4A-108, amended by P.A. 102-664.

<sup>18</sup> The SOEEA prohibits State employees from engaging in certain political activities and accepting certain gifts. 5 ILCS 430/. It requires all school districts to adopt an *ordinance or resolution* “in a manner no less restrictive” than the Act’s provisions. See sample policy 2:105, *Ethics and Gift Ban*.

Districts may not inhibit or prohibit employees from petitioning, making public speeches, campaigning for or against political candidates, speaking out on public policy questions, distributing political literature, making campaign contributions, and seeking public office. 50 ILCS 135/, Local Governmental Employees Political Rights Act. An employee may not use his/her position of employment to coerce or inhibit others in the free exercise of their political rights or engage in political activities at work. *Id.*

<sup>19</sup> This sentence quotes 105 ILCS 5/22-5 because the statute does not define important terms making it difficult to paraphrase. No appellate decision defines *school officer* or *apparatus*, or what is meant by *connected*. The statute was enacted in 1961, but earlier versions were in the School Code much longer. A violation of this prohibition is a Class A misdemeanor.

<sup>20</sup> *Id.*

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor shall an employee act as an agent of any business in any transaction with the District. This includes participation in the selection, award, or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest.<sup>21</sup> A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in or a tangible benefit from the entity selected for the contract:

1. A member of the employee's immediate family;

An employee's partner<sup>22</sup>; or

2. An entity that employs or is about to employ the employee or one of the individuals listed in one or two above.<sup>23</sup>

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or subcontracts.<sup>24</sup> Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.<sup>25</sup>

#### Guidance Counselor Gift Ban<sup>26</sup>

Guidance counselors are prohibited from intentionally soliciting or accepting any gift from a *prohibited source* or any gift that would be in violation of any federal or State statute or rule. For guidance counselors, a *prohibited source* is any person who is (1) employed by an institution of higher education, or (2) an agent or spouse of or an immediate family member living with a person employed by an institution of higher education. This prohibition does not apply to:

1. Opportunities, benefits, and services available on the same conditions as for the general public.
2. Anything for which the guidance counselor pays market value.
3. A gift from a relative.
4. Anything provided by an individual on the basis of a personal friendship, unless the guidance counselor believes that it was provided due to the official position or employment of the guidance counselor and not due to the personal friendship. In determining whether a gift is

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<sup>21</sup> 2 C.F.R. §200.318(c)(1) prohibits employees, officers, or agents of a school district from participating in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent *conflict of interest*. The uniform federal rules on procurement standards in 2 C.F.R. Part 200 also apply to eligible State grants through the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/). Authoritative sources and guidance regarding conflict of interest and financial disclosure are provided through the GATA Resource Library at <https://gata.illinois.gov/>. See also ISBE's *Procurement and Purchasing Checklist* at: [www.isbe.net/Pages/Federal-and-State-Monitoring.aspx](http://www.isbe.net/Pages/Federal-and-State-Monitoring.aspx). See sample policy 2:100, *Board Member Conflict of Interest*, at f/n 6, for further discussion.

<sup>22</sup> See sample policy 2:100, *Board Member Conflict of Interest*, at f/n 7 for a discussion of the term *partner*.

<sup>23</sup> 2 C.F.R. §200.318(c)(1).

<sup>24</sup> *Id.*

<sup>25</sup> *Id.* The rule provides flexibility for school districts to "set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value," along with "disciplinary actions to be applied for violations." Referring to sample policy 2:105, *Ethics and Gift Ban*, for these standards provides clarity and consistency. Sample policy 2:105 refers to **Limitations on Receiving Gifts** in the Ethics Act at 5 ILCS 430/10-10 – 10-30, along with discussion of the specific penalties available under the Ethics Act at 5 ILCS 430/50-5 in its **Enforcement** subhead.

<sup>26</sup> This section is only for those districts with a high school. 105 ILCS 5/22-93, added by P.A. 102-327 and renumbered by P.A. 102-813. *Guidance counselor* means a person employed by a school district and working in a high school to offer students advice and assistance in making career or college plans. *Id.*

provided on the basis of personal friendship, the guidance counselor must consider the circumstances in which the gift was offered, including any of the following:

- a. The history of the relationship between the individual giving the gift and the guidance counselor, including any previous exchange of gifts between those individuals.
  - b. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift.
  - c. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift also, at the same time, gave the same or a similar gift to other school district employees.
5. Bequests, inheritances, or other transfers at death.
  6. Any item(s) during any calendar year having a cumulative total value of less than \$100.
  7. Promotional materials, including, but not limited to, pens, pencils, banners, posters, and pennants.

A guidance counselor does not violate this prohibition if he or she promptly returns the gift to the prohibited source or donates the gift or an amount equal to its value to a 501(c)(3) tax-exempt charity.

#### Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

#### Incorporated

by reference: 5:120-E (Code of Ethics for Ill. Educators)

LEGAL REF.: U.S. Constitution, First Amendment.  
2 C.F.R. §200.318(c)(1).  
5 ILCS 420/4A-101, Ill. Governmental Ethics Act.  
5 ILCS 430/, State Officials and Employee Ethics Act.  
30 ILCS 708/, Grant Accountability and Transparency Act.  
50 ILCS 135/, Local Governmental Employees Political Rights Act.  
105 ILCS 5/10-22.39, 5/10-23.13, 5/22-5, 5/22-85.5, and 5/22-93.  
325 ILCS 5/, Abused and Neglected Child Reporting Act.  
720 ILCS 5/11-25, Criminal Code of 2012.  
775 ILCS 5/5A-102, Ill. Human Rights Act.  
23 Ill.Admin.Code Part 22, Code of Ethics for Ill. Educators.  
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).  
Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment—Grievance Procedure), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Termination and Suspensions), 7:20 (Harassment of Students Prohibited)

**16. Approval of Updated Board Policy 5:300 - Schedules and Employment Year**

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*Recommended Motion:* that the Board of Education accept for first reading the revised Board of Education Policy 5:300, Schedules and Employment Year, as presented. **See Attachment No. 18.**

TO: Members of the Board of Education

FROM: Todd DeTaeye, Assistant Superintendent for Administration and Human Resources *T.D.*

DATE: April 18, 2024

SUBJECT: Approve Updated Board Policies for Section 5:300 - Schedules and Employment Year

Reason for Board Consideration: Board of Education approval is required.

Action Necessary: Board of Education approval is requested to accept Board Policy updates.

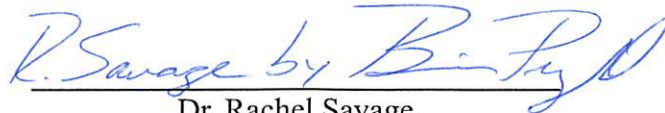
Facts: In the continuing quest to update the District's Board Policies, attached are a portion of Section 5 with suggested changes based on PRESS recommendations. Administration is requesting the Board accept updates for Section 5, Personnel which are minor in stylistics, footnote or reference changes. Recall the underlined text represents suggested new additions; whereas, the strikethrough text represents suggested deletions.

Based on PRESS recommendation and administration review, it is the recommendation of administration that the Board of Education accept for first reading revised Board of Education policies for Personnel Section 5:300, Schedules and Employment Year.

Cost: None.

Recommended Motion: That the Board of Education accept for first reading revised Board of Education Policy 5:300, Schedules and Employment Year, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage  
Superintendent of Schools

Adopted  
4/16/24  
B.

## Educational Support Personnel

### Schedules and Employment Year <sup>1</sup>

The Superintendent shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, School Board policy, and applicable agreements and shall:

1. Assign each employee one supervisor who will establish a work schedule, including breaks, as required by building or District needs, work-load, and the efficient management of human resources;
2. Allow for the ability to respond to changing circumstances by altering work schedules as needed; and
3. Consider the well-being of the employee. The Superintendent's approval is required to establish a flexible work schedule or job-sharing.

### Breaks

An employee who works at least 7.5 continuous hours shall receive a 30-minute duty-free meal break that begins within the first five hours of the employee's workday.<sup>2</sup> The District accommodates employees who are nursing mothers according to State and federal law.<sup>3</sup>

LEGAL REF.: ~~Fair Labor Standards Act, 29 U.S.C. §§207 et seq and 218d, Fair Labor Standards Act.~~  
 105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.  
 740 ILCS 137/, Right to Breastfeed Act.  
 820 ILCS 105/, Minimum Wage Law.  
 820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: ~~5:10 (Equal Employment Opportunity and Minority Recruitment), 5:35 (Compliance with the Fair Labor Standards Act)~~

The footnotes are not intended to be part of the adopted policy: they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

This policy's provisions should be customized to meet the district's needs. The local collective bargaining agreement may contain provisions that exceed these requirements. If a collective bargaining agreement contains a provision that supersedes the policy, for those covered employees, the policy should state: "Please refer to the applicable collective bargaining agreement." For employees not covered, the policy should reflect the board's current practice.

The standards listed should be customized to reflect the local board's desires and/or district practices.

<sup>2</sup> This is the minimum required by 105 ILCS 5/10-20.14a.

<sup>3</sup> School districts must accommodate employees/mothers who choose to continue breastfeeding after returning to work. See the Right to Breastfeed Act, 740 ILCS 137/; Nursing Mothers in the Workplace Act, 820 ILCS 260/- amended by P.A. 100-1003; and Fair Labor Standards Act, 29 U.S.C. §218d(7)(F), added by P.L. 117-328-114-148. See sample language for a personnel handbook in sample administrative procedure 5:10-AP, Administrative Procedure—Workplace Accommodations for Nursing Mothers.

## **17. Reports, Requests and Open Discussion**

### **A. Superintendent's Report**

1) Close out of 2023-2024 PACE Goals

B. Financial Report - March 2024

C. Student BOE Member Report

## **18. Adjournment**

### **NOTICE OF NONDISCRIMINATION PRACTICES**

The Moline-Coal Valley School District No. 40 does not discriminate against employees, students or the general public in its programs or practices, including vocational education opportunities, on the basis of race, color, religion, gender, disability, age, marital status, citizenship status, military status, unfavorable discharge from the military service, national origin or ancestry in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. In accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, any individual who is in need of assistance or reasonable accommodations to be able to participate in a school district-related activity, including the employment application or interview process, should contact the Superintendent of Schools at the District administrative offices. Any individual who wishes to file a complaint of unlawful discrimination should contact the Superintendent of Schools or the Secretary of the Board of Education at the District administrative offices, 1619 Eleventh Avenue, Moline, IL 61265.