

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, September 9, 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, September 9, 2024

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Passcode: 334105

Description: School Board meeting to be held on September 9, 2024.

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1. Opening of Meeting - Roll Call

A. Approval of any Board of Education Member Participating Remotely

2. Recitation of Pledge of Allegiance

3. Approval of Minutes

A. Minutes of the Regular Meeting of the Board of Education of August 12, 2024

Moline, Illinois, August 12, 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 6:14 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, Jason Farrell, Lindsey Hines, Andrew Waeyaert, Erin Waldron-Smith

Member Absent: None

Student Member Present: Abigail Greenlee

Student Member Absent: None

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 July 22, 2024 were presented for approval as presented.

A motion was made by Lindsey Hines, seconded by Erin Waldron-Smith, all in favor, that the minutes of the Open Session of the Regular Board of Education meeting of July 22, 2024 be approved as presented and placed on file.

The minutes of the Special Meeting of the Board of Education Meeting on July 30, 2024 were presented for approval as presented.

A motion was made by Audrey Adamson, seconded by Lindsey Hines, all in favor, that the minutes of the Special Meeting of the Board of Education meeting of July 30, 2024 be approved as presented and placed on file.

COMMUNICATION, PUBLIC COMMENT AND PARTICIPATION

There was no public comment or communication.

PUBLIC HEARING OF PROPOSED 2024-2025 SCHOOL DISTRICT BUDGET

Board President Andrew Waeyaert opened the hearing for the 2024-2025 school year budget at 6:16 p.m. There was no public comment or participation regarding the 2024-2025 school year budget.

Mr. Waeyaert closed the public hearing at 6:17 p.m.

RESOLUTION TO ADOPT SCHOOL DISTRICT BUDGET FOR 2024-2025 FISCAL 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 Annual Budget for the 2024-2025 fiscal year. **See Exhibit I in the official minutes.**

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

Nays: None

APPROVAL OF UPDATED BOARD POLICIES FOR SECTION 4 - OPERATIONAL SERVICES

A motion was made by Chet DeSmet, seconded by Audrey Adamson, that the Board of Education waive the first reading and allow the first reading to stand for both the first and the second reading, for Board of Education Policy 4:15 Identity Protection, 4:40 Incurring Debt, 4:70 Resource Conservation, and 4:140 Waiver of Student Fees, as presented. **See Exhibit J in the official minutes.**

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

Nays: None

APPROVAL OF UPDATED BOARD POLICY 4:80 - ACCOUNTING AND AUDITS

A motion was made by Lindsey Hines, seconded by Chet DeSmet, that the Board of Education waive the first reading and allow the first reading to stand for both the first and the second reading, for Board of Education Policy 4:80 - Accounting and Audits, as presented. **See Exhibit K in the official minutes.**

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

Nays: None

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PROJECT NOW HEAD START

A motion was made by Audrey Adamson, seconded by Erin Waldron-Smith, that the Board of Education approve the Memorandum of Understanding between Project NOW Had Start and the Moline-Coal Valley School District #40 for the 2024-2025 school year. **See Exhibit L in the official minutes.**

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

Nays: None

APPROVAL OF MEMORANDUM OF AGREEMENT WITH EASTERN IOWA COMMUNITY COLLEGE

A motion was made by Audrey Adamson, seconded by Lindsey Hines, that the Board of Education approve the Memorandum of Agreement between the Eastern Iowa Community College and the Moline-Coal Valley School District #40 for the 2024-2025 school year. **See Exhibit M in the official minutes.**

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

Nays: None

REPORTS, REQUESTS, AND OPEN DISCUSSION

Student BOE Member

Student Board Member Abigail Greenlee stated that she had a great summer and is looking forward to unpack your backpack tomorrow night August 13th at the High School.

Superintendent's Report

Dr. Rachel Savage, Superintendent, stated the District performed a Safety Simulation today that went well and that cabinet members will debrief and then set up a time to debrief. Dr. Savage thanked all who were involved in helping this simulation take place.

Dr. Savage, informed all that the second school registration date was held today at John Deere Middle School. The District also held new teacher induction this past week in which the District welcomed 24 new staff members. The MPSF and Community Foundation presented all new teachers with a donation to help cover costs of classroom materials and supplies.

Dr. Savage was given a recommendation of Akhil Kumar, for a new student Board of Education member by former student Board of Education member, Janthinram Kolarapu. Akhil will be sworn in at the September 9th board meeting.

Ed Tech, Facilities and Maintenance Department were thanked for the support and hard work as the District office has been moved into its new location at 1900 52nd Avenue.

Unpack your backpack nights will be throughout the week of August 12th and the first day of school will be Friday, August 16th. The all staff kickoff will be Thursday, August 15th with Dr. Manny Scott as the keynote speaker.

Erin Waldron-Smith, Board Member, referenced the mural that is almost complete at Franklin and also that Rowan will be sending emails soon to Board Members about the Homecoming parade on Friday, September 20.

Audrey Adamson, Board Member, stated that teachers are reporting back on Tuesday, August 13th and asked how the planning is going for the upcoming MEA days. Dr. Savage replied that the schedule was built with admin. needs in mind. Tuesday certified staff will be at their schools and Wednesday staff will

be partaking in Professional Development at the High School. Board member, Ms. Waldron-Smith suggested that a survey be sent out to certified staff regarding the institute days and then taking that feedback to build or make changes to next year's beginning of the year institute days.

A motion was made by Erin Waldron-Smith, seconded by Chet DeSmet, all in favor, that the Board of Education go into Closed Session. Time: 6:36 p.m.

*****CLOSED SESSION*****

to hold a discussion of minutes of meetings lawfully closed under the Open Meeting Act, whether for the purpose of approval by the body of minutes or semi-annual review of the minutes as mandated by Section 2.06. 5ILCS 120/2(c)(21)

and

to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District. 5 ILCS 120/2(c)(1)

A motion was made by Erin Waldron-Smith, seconded by Chet DeSmet, all in favor, that the Board of Education return to Open Session. Time: 7:34 p.m.

CONSENT AGENDA

-The Board of Education considered Consent Agenda Items **A through S** as presented:

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

A. Employment – Certified Staff

- 1) the temporary employment of the following named certified substitute teachers for the 2024-2025 school year with wages in accordance with District schedules:

Archer, Susan
Blackwell, Therese
Delp, Ronald
Duke, Cheryl
Finch, Elizabeth
Galliard, Beth Ann
Gatrost, Wyatt
Gillette, Tavien
Gupta, Ritu
Heinrich, Karla
Hoover, Amanda

Hotchkiss, Marci
 Jones, Debra
 Kundu, Moushumi
 Lizak, Mike
 McConnell, Robin
 Mielke, Drue
 Naab, John
 Neff, Kailan
 Perez, Anna
 Schultz, Ann
 Sodadasi, Pushparani
 Weisrock, Sara

- 2) the temporary employment of the following named Certified Hourly Instructor for the 2024-2025 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Location</u>
Dauw, Lorna	Homebound Instructor

B. Salary Reclassification – Certified Staff

a change in salary classification for the following certified staff effective at the beginning of the 2024-2025 school year:

Alaniz, Cassandra from B.A. +15 to M.A.
 DeJaynes, Trevor from B.A. to B.A. +15
 Dieckman, Eva from M.A. to M.A. +30
 Hanghian, Kelly from B.A. +15 to M.A.
 Holke, Jacquelyn from B.A. +15 to M.A.
 Koski, Kristin from M.A. to M.A. +30
 Macke, Brenda from M.A. to M.A. +30
 Ritchie, Adrian from B.A. to M.A.
 Sheese, Angela from M.A. to M.A. +30
 Sheese, James from M.A. to M.A. +30
 Weber, Katie from B.A. +15 to M.A.

C. Appointment to Differential Assignment - Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Allee, Michael	Head Varsity Boys Tennis	High School
Bainbridge, Brooke	Safety Supervisor	John Deere
Hutto, Annette	Safety Supervisor	John Deere
Kelly, Amanda	Head Grade 8 Girls Track	John Deere
Loss, Timothy	Safety Supervisor	John Deere

Maertens, Jennifer
Taylor, Cynthia

Safety Supervisor
Winter Play Director

John Deere
High School

D. Resignation from Differential Assignment - Certified Staff

the resignation from differential assignment of the following named certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Seabloom, Erika	Forensics Coach	High School

E. Resignation for the Purpose of Retirement - Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Dies, Karri	Grade 4	Jane Addams
Evans, Katherine	Grade 5	Jane Addams
Jacocks, Kathleen	Grade 2	Bicentennial

F. 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 members:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Jennings, Karen	ML Specialist	Washington	Beginning tentatively 08/13/24 and not to exceed 60 days.
Lampton, Janessa	Grade 5	Washington	Beginning tentatively 09/29/24 and not to exceed 60 days.
McCoy, Jozette	Cross Categorical	High School	Beginning tentatively 08/13/24 and not to exceed 60 days.
Rusk, Rhonda	Cross Categorical	High School	Beginning tentatively 08/13/24 and not to exceed 60 days.
Spence, Emma	Life Skills	High School	Beginning tentatively 08/13/24 and not to exceed 60 days.

G. Employment – Educational Support Personnel

1) the employment of the following named educational support personnel for the 2024-2025 school year with wages in accordance with District schedules:

Effective

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Date</u>
Harper, Karlee	Special Ed Paraprofessional	Jane Addams	08/15/24
King, Dominic	Custodian	John Deere	08/13/24
Martinez, Alba	ML Paraprofessional	Washington	08/15/24
Pearson, Michelle	PFAE Paraprofessional	Jefferson	08/15/24
Phelan, Thomasina	Special Ed Paraprofessional	High School	08/15/24
Wiborg, Jane	Special Ed Paraprofessional	Roosevelt	08/15/24

- 2) the temporary employment of the following named substitute educational support personnel for the 2024-2025 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>
Archer, Susan	Administrative Assistant
Baker, Bill	Custodian
Carsell, Jon Chris	Custodian
Dunham, Reba	Classroom Paraprofessional
Finch, Elizabeth	Classroom Paraprofessional
Flynn, Gail	Administrative Assistant
Grimm, Robin	Lunchroom Aide
Hanson, Breanna	Custodian
Huber, Phyllis	Custodian
Koenig, R. Joyce	Administrative Assistant
Madison, Morgan	Lunchroom Aide/ Classroom Paraprofessional
Mendoza, Jocelyne	Classroom Paraprofessional
Mortenson, Pamela	Custodian
Nicholson, F. Carter	Custodian
Orwitz, Lisa	Health Professional (RN)
Price, Wanda	Administrative Assistant
St. Dennis, Ava	Custodian
Smith, Jevonie	Lunchroom Aide/Classroom Paraprofessional
VanVoltenburg, Kim	Custodian
Vols, Christy	Custodian
Woods, Diane	Administrative Assistant

H. Resignation/Termination - Educational Support Personnel

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Knedler, Derek	General Maintenance	High School	08/12/24
Mendoza, Erika	Breakfast Aide	Hamilton	07/16/24
Prybil, Lindsay	Special Ed Paraprofessional	Hamilton	07/29/24
Tisdale, Jaykob	Special Ed Paraprofessional	Logan	07/30/24
VanHyfte, Camille	Academic Behavior Support Paraprofessional	John Deere	07/29/24

I. Appointment to Differential Assignment - Non-Certified Staff

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>
Smith, Jared	Assistant Grade 8 Football	Wilson

J. Resignation of Differential Assignment - Non-Certified Staff

the resignation from differential assignment of the following named non-certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Zeigler, Gabriel	Play Tech Director	High School

K. Transfer/Reassignment

- 1) the transfer of Alyssa Luxmore from 3rd Shift K Wing PE Center to 2nd Shift E/B Wing 1st floor at the High School, effective August 5, 2024.
- 2) the transfer of Amy Rea from Administrative Assistant at the High School to Accounts Payable Assistant at the Moline - Coal Valley Education Center, effective August 12, 2024.
- 3) the transfer of Jaykob Tisdale from Special Education Paraprofessional at Logan to Administrative Assistant-Attendance Office at the High School, effective August 8, 2024.

L. Payments for Board Approval

approval of payments:

Fund 1 Educational	1,921,771.25
Fund 2 Operations & Maintenance	380,760.74
Fund 3 Debt Service	298,250.00
Fund 4 Transportation	55,235.27
Fund 5 Retirement	158,921.45
Fund 6 Capital Projects	44,004.37
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	163,656.04
Fund 9 Life Safety Code	900.18
Fund 10 Group Insurance	1,224,030.90
Fund 11 Student Activity	<u>33,371.97</u>
TOTAL	4,280,902.17

See Exhibit A in the official minutes .

M. Freedom of Information Act Requests

- 1) A Freedom of Information Act request was received from Rock Island Today requesting PDF copies of all school district vendor contracts/agreements valued at over \$1,000 that will be in effect for the upcoming school year. PDF copies of all employment contracts and collective bargaining agreements for any full-time aide, janitorial staff member, teacher and principals. The District has responded to this request.
- 2) A Freedom of Information Act request was received from Chris Banker requesting all emails (including deleted emails) between Todd Thompson and the IHSA from March 1, 2023 through May 1, 2024 regarding any sports program at Moline High School. The District has responded to this request.

N. Award of Bid - MCVSD 2024 Door and Frame Improvements for Education Center

that the Board of Education award the bid for MCVSD 2024 Door and Frame Improvements to Building Sales & Service Company, Moline, Illinois, in the amount of \$154,000. **See Exhibit B in the official minutes.**

O. Award of Bid - MCVSD 2024 Card Access for Education Center

that the Board of Education award the bid for the Education Center Card Access System to Tri-City Electric Company, Davenport, Iowa in the amount of \$45,000. **See Exhibit C in the official minutes.**

P. Approval to Purchase - Moline High School Welding Lab Gas Regulators and Manifolds and Installation

that the Board of Education approve the purchase and installation of welding lab gas regulators and manifolds from S.J. Smith, Davenport, Iowa, for a total cost not to exceed \$15,000. **See Exhibit D in the official minutes.**

Q. Approval to Purchase - Project Lead the Way (PLTW) Vex V5 Kits

that the Board of Education approve the purchase of the 15 VEX V5 kits from Project Lead the Way of Indianapolis, Indiana, for a total cost not to exceed \$22,000. **See Exhibit E in the official minutes.**

R. Engage Services - Design Services for Lincoln-Irving School Renovation/Addition Project

that the Board of Education authorize the administration to engage the services of Legat Architects, Moline, Illinois, for preliminary project planning and design services and to begin negotiations with Legat Architects to develop a formal agreement for design services for the Lincoln-Irving Elementary School project for Board approval on September 09, 2024. **See Exhibit F in the official minutes.**

S. Engage Services and Agreements - Facilities Department

that the Board of Education approve the various engage services and agreements in the Facilities Department for fiscal year July 1, 2024 through June 30, 2025, at various amounts listed. **See Exhibit G in the official minutes.**

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

Nays: None

-The Board of Education considered Consent Agenda Item **T** as presented:

A motion was made by Lindsey Hines, seconded by Jason Farrell, that the Board of Education approve the actions contained in Consent Agenda Item T as presented.

T. Award of Bid - MCVSD 2024 Light Fixtures for Education Center

that the Board of Education award the bid for LED Light Fixtures to Republic Electric Company, Davenport, Iowa, in the amount of \$21,261.02. **See Exhibit H in the official minutes.**

Ayes: Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Erin Waldron-Smith, Audrey Adamson

Nays: None

Abstain: Andrew Waeyaert

A motion was made by Chet DeSmet, seconded by Audrey Adamson, all in favor, that the Board of Education meeting be adjourned. Time: 7:36 p.m.

President

Secretary

B. Minutes of the Closed Session of the Board of Education Meeting of August 12, 2024

4. Communications, Public Comment and Participation

5. Consent Agenda

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

5. **Consent Agenda**

Recommended Motion: that the Board of Education approve the actions contained in Consent Agenda Items A through FF as presented:

A. **Employment – Certified Staff**

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

Idowu, Nacole
Cross Categorical, Roosevelt
B.A. Degree, William Woods University
To teach on a temporary contract basis
Two years previous teaching experience

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

Avoulete, Vignon
Baheti, Sarita
Blackwell, Therese
Caldwell, Susan
Capan, Laura
Garcia, Emily
Gocken, Emma
Guffey, Mikayla
Hinrichs, Dylan
Lavin, Christine
Quist, Juliana
Smith, Jenna
Wilburn, Tyler

- 3) the temporary employment of the following named Certified Hourly Instructors for the 2024-2025 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Location</u>
Davis, Mandy	Washington
Do, Brian	Franklin/Willard
Hains, Karen	Jane Addams
Matherly, Jessica	Jane Addams
Murphy, Cynthia	Hamilton

B. **Salary Reclassification – Certified Staff**

a change in salary classification for the following certified staff effective at the beginning of the 2024-2025 school year:

Alaniz, Cassandra from M.A. to M.A. +30
 Breidenbach, Heather from B.A. +15 to M.A.
 Freidline, Lezlie from B.A. to M.A.
 Guerdet, Colette from M.A. to M.A. +30
 Seabloom, Erika from B.A. to M.A.
 Witherspoon, Lindsay from B.A. to B.A. +15

C. Appointment of Additional Assignment - Certified Staff

- 1) the appointment of the additional named certified staff member to Sixth Assignments for the First Semester of the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Adams, Jeffrey	Business Education	High School
Anderson, Kim	Science	High School
Bostic, Zach	Industrial Technology	High School
Breidenbach, Heather	English	High School
Budka, Michael	PE	High School
Byrne, Dan	Business Education	High School
Castro, Jose	Spanish	High School
Cimarrusti, Gina	Special Education	John Deere
Ciucci, Amy	Spanish	High School
David, Brian	Family Consumer Sciences	High School
DeBlaey, Tara	Safe Schools	ASPIRE
Ehlers, Joe	Business Education	High School
Fetter, Sarah	Health	High School
Francescon, Dan	Vocational Tech	High School
Garcia, Ellen	PE	High School
Gorgal, Kevin	PE	High School
Hafner, Susan	English	High School
Harding, Lanae	World Language	High School
Henderson, Karen	English	High School
Hill, Hailey	Bilingual	High School
Hobin, David	Special Education	High School
Iams-Lagerstam, Hannah	Special Education	High School
Lamfers, Andrew	Industrial Technology	High School
Lamphier, Leslie	Mathematics	High School
Lamphier, Trent	Social Studies	High School
Larson, Chris	Social Studies	High School
Lawrence, Donna	Mathematics	High School
Masterson, Joe	World Language	High School
Mitchell, Nancy	Special Education	High School
Morton, Zack	Music	High School
Norcross, Heidi	English	High School
O'Meara, Vincent	English	High School
Phelps, Darren	PE	High School
Peterson, Brian	English	High School
Pfaff, Wendy	Mathematics	High School
Reade, Ryan	ED	ASPIRE

Rhea, Phil	English	High School
Salinas, Sylvia	World Language	High School
SantAmour, Tracy	PE	High School
Schilb, Lindsay	Mathematics	High School
Schimmel, Craig	PE	High School
Stoll, Marina	World Language	High School
Taylor, Sean	Social Studies	High School
Taylor, Tauwon	Art	High School
Thompson, Daniel	Mathematics	High School
VanHerzeele, Holly	Special Education	High School
VanVooren, Larry	Social Studies	High School
Vijayaraghavan, Lavanya	Business Education	High School
Wells, Miranda	Special Education	High School
Wharfield, Jennifer	Family Consumer Science	High School
Zobrist, Christina	Social Studies	High School

- 2) the appointment of the following named certified staff members to Sixth Assignments for the Second Semester of the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Adams, Jeffrey	Business Education	High School
Adams, Jenna	Science	High School
Beckwith, Lisa	Special Education	High School
Blunt, Phil	Science	High School
Bostic, Zach	Industrial Technology	High School
Byrne, Dan	Business Education	High School
Castro, Jose	Spanish	High School
Cimarrusti, Gina	Special Education	John Deere
Ciucci, Amy	Spanish	High School
David, Brian	Family Consumer Science	High School
DeBlaey, Tara	Safe Schools	ASPIRE
DeJaynes, Trevor	Health	High School
Delp, Joel	Art	High School
Ehlers, Joe	Business Education	High School
Francescon, Dan	Vocational Tech	High School
Guerdet, Colette	Social Studies	High School
Hardin, Amy	Special Education	High School
Harding, Lanae	World Language	High School
Howard, Melissa	Special Education	High School
Josupait, Eric	Mathematics	High School
Karl, Scott	Mathematics	High School
Lamfers, Andrew	Industrial Technology	High School
Masterson, Joe	World Language	High School
Meneses, Rebecca	English	High School
Mitchell, Nancy	Special Education	High School
Morrissey, Michael	PE	High School
Nache, Liz	Art	High School
Phelps, Darren	PE	High School
Reade, Ryan	ED	ASPIRE
Saberton, Chelena Henning	Art	High School
Salinas, Sylvia	World Language	High School

Schimmel, Craig	PE	High School
Stoll, Marina	World Language	High School
Taylor, Cynthia	English	High School
Taylor, Tauwon	Art	High School
Ulam, Jennifer	Special Education	High School
Vasquez, Luis	Driver's Education	High School
Vijayaraghavan, Lavanya	Business Education	High School
Wesemann, Lori	Mathematics	High School
Wharfield, Jennifer	Family Consumer Science	High School

- 3) the appointment of the following named certified staff member to Elementary Overload for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Dembosky, Sarah	Art	Bicentennial
Dickey, Laura	Library	Hamilton
Fetty Ward, Jamie	Library	Roosevelt
Lebo, Justin	Music	Roosevelt
Morrissey, Rebecca	Art	Roosevelt
Olson, Tyler	PE	Franklin
Ossian, Kerry	Library	Jane Addams
Palmer, Shelly	Library	Lincoln-Irving
Reed, Kayla	Art	Hamilton
Sheese, James	Art	Franklin
Soppe, Joan	Art	Lincoln-Irving

D. Appointment to Differential Assignment - Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Beck, Heather	Dramatics (.50)	Wilson
Brems, Alyssa	Grade 7 Girls Basketball	Wilson
Erb, Hillary	Dramatics (.50)	Wilson
Finneran, Shannon	Interact Club	High School
Koski, Kristin	Fall Play Director's Assistant	High School
Zacharewicz, Kate	Grade 7 Assistant Girls Track	John Deere

E. 2024-2025 Grade Level Chairs

that the Board of Education approve the following grade level chair assignments for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Fiems, Ali	Grade Level Chairperson, Grade 5 (.5)	Roosevelt
Wetherell, Anna	Grade Level Chairperson, Grade 5 (.5)	Roosevelt

F. Resignation from Differential Assignment - Certified Staff

the resignation from differential assignment of the following named certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Salinas, Sylvia	Interact Club	High School

G. Acceleration of Resignation Date for the Purpose of Retirement - Certified Staff

1) the acceleration of the previously approved resignation date for the purpose of retirement from the end of the 2026-2027 school year to the end of the 2024-2025 school year for the following named certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Woeber, Jayne	Grade 2	Jane Addams

H. 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 members:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Banfield Vermiere, Kara	At Risk	Jefferson	Beginning approximately 08/13/24 and end upon 60 accumulated days or 08/31/25
Cook Gregory, Jennifer	Science	High School	Beginning approximately 09/01/24 and end upon 60 accumulated days or 08/31/25
Gustafson, Lori	Industrial Technology	Wilson	Beginning approximately 08/21/24 and end upon 60 accumulated days or 08/31/25
Maciolek, Kristin	Cross Categorical Special Education	Logan	Beginning 08/23/24 and not to exceed 60 days.
Shull, Danielle	Grade 2/3	Willard	Beginning approximately 12/02/24 and not to exceed 60 days
Williams, Toni	Social Studies	John Deere	Beginning approximately 12/02/24 and not to exceed 60 days

I. Employment – Educational Support Personnel

- 1) the employment of the following named educational support personnel for the 2024-2025 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Bird, Amanda	Administrative Assistant	High School	08/29/24
Bryant, Elizabeth	Academic/Behavior Support Paraprofessional	John Deere	08/15/24
Chaudhary, Amitaben	Lunchroom Aide	Jefferson	08/26/24
Cork, Desarae	ML Paraprofessional	Butterworth	08/20/24
Cruz, Tara	Special Ed Paraprofessional	Hamilton	08/26/24
Francis, Robyn	Lunchroom Aide	Hamilton	08/26/24
Frank, Malia	Breakfast Aide	Franklin	08/16/24
Gonzalez, Helen	Breakfast Aide	Hamilton	08/16/24
Harper, Karlee	Special Ed Paraprofessional	Jane Addams	08/15/24
McMillion, Joseph	Breakfast Aide	Butterworth	08/16/24
Messmer, Laurie	Lunchroom Aide	Hamilton	08/16/24
Naab, Ethan	Hall Security	High School	08/15/24
Pearson, Michelle	Preschool Paraprofessional	Jefferson	08/15/24
Randle, Jamal	Special Ed Paraprofessional	Logan	08/15/24
Sandoval, Micah	Special Ed Paraprofessional	Franklin	08/19/24
VanDeVoorde-Stoner, Alexa	Lunchroom Aide	John Deere	08/16/24
White, Lauren	Breakfast Aide	Hamilton	08/16/24

- 2) the temporary employment of the following named educational support personnel for the 2024-2025 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
DePrez, Rebecca	Classroom Paraprofessional	Logan	09/03/24
Duffy, Abigail	Student Worker	High School	09/10/24
Ellis, Aminn	Classroom Paraprofessional	Franklin	08/19/24
Ferry, Mary	Classroom Paraprofessional	Washington	08/16/24
Gonzalez Florentino, J. Brandon	Building Supervisor	Lincoln-Irving	09/10/24
Harris, Gabriella	Classroom Paraprofessional	Willard	08/26/24
Hoffstatter, Lauryn	1:1 Special Ed Paraprofessional	Logan	08/15/24
Monroe, Karie	Classroom Paraprofessional	Franklin	08/19/24
Moseng, Lisa	Classroom Paraprofessional	Washington	08/16/24
O'Brien, Patrick	Classroom Paraprofessional	Logan	09/03/24
Ross, Jamie	Classroom Paraprofessional	Franklin	08/19/24
Sanderson, Jozelynn	1:1 Special Ed Paraprofessional	Logan	08/15/24
Schaefer, Michelle	Classroom Paraprofessional	Butterworth	09/03/24
Smith, Stacey	Classroom Paraprofessional	Franklin	08/19/24
White, Lauryn	Classroom Paraprofessional	Hamilton	08/29/24
Wilson, Tara	Classroom Paraprofessional	Roosevelt	08/26/24
Wood, Kelly	Classroom Paraprofessional	Lincoln-Irving	08/21/24

- 3) the temporary employment of the following named substitute educational support personnel for the 2024-2025 school year with wage in accordance with District schedules:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Avoulete, Vignon	Classroom Paraprofessional	09/10/24
Baheti, Sarita	Classroom Paraprofessional	09/10/24
Curtin, Rosa	Classroom Paraprofessional	09/10/24
Lavin, Christine	Administrative Assistant	09/02/24
Smith, Jenna	Administrative Assistant	09/10/24
Waldbusser, Lori	Breakfast/Lunchroom Aide	09/10/24

- 4) the temporary employment of the following named interpreter for the 2024-2025 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Language</u>	<u>Effective Date</u>
Intime, Solange Seba	Swahili, Kinyarwanda, Kirundi	09/09/24
Irambona, Jeanine	Swahili, Kinyarwanda, Kirundi	09/09/24

J. Appointment to Differential Assignment - Educational Support Personnel

the appointment of the following named educational support personnel to differential assignment, effective for the 2024-2025 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Bryant, Liz	Safety Supervisor	John Deere

K. Resignation/Termination - Educational Support Personnel

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>
Aguirre, Janice	Special Ed Paraprofessional	High School	08/13/24
Clark, Brandon	Lunchroom Aide	Jane Addams	08/14/14
Curtin, Rosa	Lunchroom Aide	Jefferson	08/07/24
Do, Brian	Library Paraprofessional	Franklin/Hamilton	08/30/24
Houseman, Jessica	Special Ed Paraprofessional	High School	08/13/24
Mohan, Archana	Bilingual Paraprofessional	Jefferson	08/08/24
Pearson, Michelle	Lunchroom Aide	Hamilton	08/07/24
Wieck, Sharon	Lunchroom Aide	Hamilton	08/16/24

L. 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	Jefferson	Beginning 09/16/24 and return approximately 12/17/24
Luxmore, Alyssa	Custodian	High School	Beginning 08/30/24 and will return 10/03/24

M. Transfer/Reassignment

- 1) the increase in hours due to a change in duties in the Maintenance Department. Kathleen Newell’s hours will increase to six hours per day, effective August 16, 2024
- 2) the increase in hours of Health Professional (RN) at Logan from 29.75 hours per week to 32.5 hours per week, effective August 16, 2024 for the 2024-2025 school year
- 3) the increase in hours for Lunchroom Aides at Franklin from 1.5 hours per day to 2 hours per day, effective August 26, 2024 for the 2024-2025 school year
- 4) the transfer of Deb Anderson from 2nd Shift 2nd Floor Custodial position at Wilson to the 2nd Shift Flexible Floater Custodial position in the District, effective August 16, 2024
- 5) the transfer of Richard Rea from 2nd Shift 1st Floor Custodial position at Wilson to the 2nd Shift 2nd Floor Custodial position at Wilson, effective August 26, 2024
- 6) the transfer of Greg Langfitt from 2nd Shift General Maintenance position at High School to 1st Shift General Maintenance position at High School, effective September 02, 2024
- 7) the transfer of Bryan Muck from 2nd Shift Custodial position at Logan to 2nd Shift Custodial position at Wilson, effective September 02, 2024

N. Appointment to Differential Assignment - Non-Certified Staff

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>
Chellberg, Haley	Winter Musical Tech Director	High School
Koehne, Aiden	Spring Musical Tech Director	High School
McCaulley, Grant	Assistant Grade 7 Football	Wilson
Michna, Aiden	Grade 7 Boys Basketball	Wilson
Rathman, Angela	Winter Play Director’s Assistant	High School

O. Resignation of Differential Assignment - Non-Certified Staff

the resignation from differential assignment of the following named non-certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Roselle, Dalton	Assistant Grade 7 Football	Wilson
Welch, Michael	Head Grade 7 Boys Basketball	John Deere

P. Payments for Board Approval

approval of payments:

Fund 1 Educational	2,224,513.26
Fund 2 Operations & Maintenance	401,853.07
Fund 3 Debt Service	0.00
Fund 4 Transportation	6,511.48
Fund 5 Retirement	186,464.10
Fund 6 Capital Projects	1,759,764.07
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	159,314.99
Fund 9 Life Safety Code	285.00
Fund 10 Group Insurance	828,470.31
Fund 11 Student Activity	<u>35,424.30</u>
TOTAL	5,602,600.58

See Attachment No. 1

Q. Freedom of Information Act Requests

- 1) A Freedom of Information Act request was received from Acme Research requesting public spending information, including both capital and operating expenditures for payments made by or on behalf of the Moline School District No. 40 during the fiscal year ending in 2024. Specifically, for any payee, other than an employee or student, who was paid a cumulative total amount of \$10,000 or more, including payees name, address, and the cumulative total dollar amount paid to the subject payee over the relevant time period. The \$10,000 threshold was established to minimize reporting for respondents. The District has responded to this request.
- 2) A Freedom of Information Act request was received from Rock Island Today requesting a list of all teachers and staff, including the following data points for all schools in the District for the upcoming school year, staff/teacher name, school name, title, and salary. The District has responded to this request.
- 3) A Freedom of Information Act request was received from Rock Island Today requesting a list of all new teachers and staff for the upcoming school year with the following data points; name, school name, title bio, and photo. Also, a list of all leaving and retiring teachers and staff for the upcoming school year with the following data points; name, school name, title, and years of service. The District has responded to this request.

- 4) A Freedom of Information Act request was received from Rock Island Today requesting a copy of each schools calendar for the upcoming school year. The District has responded to this request.
- 5) A Freedom of Information Act request was received from SmartProcure requesting an updated copy of the purchase order report showing any and all purchasing records from 05/21/24 to the current request date of 08/23/24. The District has responded to this request.
- 6) A Freedom of Information Act request was received from Rock Island Today requesting a list of all available school student activities and clubs for the new school year, as well as the faculty sponsor name. The District has responded to this request.

R. Acceptance of Gifts

- 1) A donation was received in the amount of \$5,000 from the South Moline Township to be used to purchase school supplies for students in the Moline-Coal Valley School District.
- 2) A donation was received in the amount of \$500 from the Vietnam Veterans of America Chapter 669 to be used to purchase school supplies for students in the Moline-Coal Valley School District.
- 3) A donation was received from Rock River Electric of school supplies, backpacks, and water bottles for students in the Moline-Coal Valley School District.

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

- 1) Bartlett Performing Arts Center on Wednesday, October 9, 2024 from 5:00 p.m. until 9:00 p.m. by Moline Public Library for "An Evening with Shelby Van Pelt." No compensation will be received.
- 2) Jane Addams Elementary School Classroom on Wednesdays beginning October 30, 2024 through December 11, 2024 from 1:30 p.m. until 3:00 p.m. for Good News Club. Building rental fees as stated in the contract. If custodial fees are required as a result of the program, they will be billed in the amount of \$54 per hour.
- 3) Logan Elementary School Gymnasium on Thursdays beginning October 17, 2024 through December 12, 2024 from 2:40 p.m. until 3:50 p.m. for Good News Club. Building rental fees as stated in the contract. If custodial fees are required as a result of the program, they will be billed in the amount of \$54 per hour.
- 4) Franklin Elementary School Classroom on Wednesdays beginning October 23, 2024 through December 4, 2024 from 1:30 p.m. until 3:00 p.m. for Goods News Club. Building rental fees as stated in the contract. If custodial fees are required as a result of the program, they will be billed in the amount of \$54 per hour.

- 5) Bartlett Performing Arts Center on Sunday, May 11, 2025 from 8:00 a.m. until 6:00 p.m. by Quad City Symphony Orchestra. Building rental fees as stated in the contract. Compensation to be received for custodial services at \$62 per hour on Sunday.
- 6) Bartlett Performing Arts Center on Saturday, July 19, 2025 and December 20, 2025 from Noon until 10:00 p.m. by Adoration Voice Ministries. Building rental fees as stated in the contract. Compensation to be received for custodial services at \$54 per hour for Saturday.
- 7) Bartlett Performing Arts Center on Saturday, May 24, 2025 from 8:00 a.m. until 4:00 p.m. by Backstage Dance and Tumbling. Building rental fees as stated in the contract. Compensation to be received for custodial services at \$54 per hour for Saturday.

T. Approval of Purchase - Imagine Learning

that the Board of Education approve the purchase of Imagine Learning Language and Literacy student licenses for Wilson Middle School from Imagine Learning, Salt Lake City, Utah, for a total cost not to exceed \$37,500 for the 2024-2025 school year through the 2028-2029 school year. **See Attachment No. 2.**

U. Approval of Purchase - S.J. Smith

that the Board of Education approve the purchase and delivery of four new welders from S.J. Smith, Davenport, Iowa, for a total cost not to exceed \$10,000. **See Attachment No. 3.**

V. Approval of Purchase - Reading Mastery Transformation

that the Board of Education approve the purchase of Reading Mastery Transformation for grades K-12 and Corrective Reading Decoding for grades 3-5, from McGraw-Hill, Columbus, Ohio, for a total cost not to exceed \$41,000. **See Attachment No. 4.**

W. Approval of Purchase Renewal - NWEA

that the Board of education approve the renewal of the MAP testing contract with NWEA, Portland, Oregon, for a five-year term, covering MAP Growth K-12 and MAP Reading Fluency, at a total cost of \$472,187.50. **See Attachment No. 5.**

X. Approval of Purchase - BSN Sports

that the Board of Education approve the District to purchase the necessary equipment from BSN Sports, Dallas, Texas, to implement the soccer programs at John Deere and Wilson Middle Schools for a total cost not to exceed \$22,000. **See Attachment No. 6.**

Y Approval of Purchase - Play & Park Structures

that the Board of Education approve the District purchase of the Jane Addams School playground equipment from Play & Park Structures, Chattanooga, Tennessee, for a total cost not to exceed \$63,000. **See Attachment No. 7.**

Z. Approval of Purchase - (Fund Reallocation) Additional Card Access and Security Cameras for the Education Center

that the Board of Education reallocate expenses associated with the card access system and security cameras at the Education Center to the Tort Fund (Fund 8). **See Attachment No. 8.**

AA. Approval of Purchase - Pigott

that the Board of Education approve the purchase for GlassWrite Mag Markerboards to Pigott, Davenport, Iowa, for a total cost not to exceed \$14,000. **See Attachment No. 9.**

BB. Engage Services - Croke, Fairchild, Duarte, and Beres LLC.

that the Board of Education approve the District to engage in bond counsel services with Croke, Fairchild, Duarte, and Beres, Chicago, Illinois, for the working cash bond sale this fall for an anticipated amount of \$15,000. **See Attachment No. 10.**

CC. Engage Services - Legat Architects

that the Board of Education approve the District to engage services of Legat Architects, Moline, Illinois, for community engagement, programming, design, and construction observation services for Lincoln-Irving School project, for a fee of 6.75% of the total project cost. **See Attachment No. 11.**

DD. Engage Services - Legat Architects


that the Board of Education approve the District to engage services of Legat Architects, Moline, Illinois, for schematic design services for the Browning Field Concession & Bathroom project, for a total cost not to exceed \$96,000. **See Attachment No. 12.**

EE. Engage Services - Emery Construction Group

that the Board of Education approve the District to engage services with Emery Construction Group, Moline, Illinois, for the playground foundation which is part of the Jane Addams School playground improvement project, for a total cost not to exceed \$16,000. **See Attachment No. 13.**

FF. Engage Services - Kings Financial Consulting Inc.

that the Board of Education approve the District to engage in the municipal advisory services with Kings Financial Consulting Inc., Monticello, Illinois, for the bonds/debt certificate issue Series 2024/205 & Series 2025/2026. **See Attachment No. 14.**

TO: Members of the Board of Education
FROM: Dr. Brian Prybil, Deputy Superintendent 
DATE: September 05, 2024
SUBJECT: Purchase of Imagine Learning Products - Imagine Learning

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

Action Necessary: Approval is requested to purchase 50 reusable licenses for Imagine Learning Language and Literacy for Wilson Middle School each year for the next five school years.

Facts: Imagine Learning was selected as the approved learning partner for Wilson Middle School as part of the Comprehensive Improvement plan for the State of Illinois. Imagine Learning was chosen due to its proven track record of enhancing student outcomes for children with disabilities. The subgroup population for improvement at Wilson is Children With Disabilities, and this data driven platform offers instruction tailored to the diverse needs of our students. Building foundational skills in the areas of literacy and math for our students with disabilities aligns with our school improvement goals making Imagine Learning an ideal partner to drive academic progress.

Title 1 Part A 1003 School Improvement Grant allows schools to purchase multi-year licenses with this year's monies. This allows for long term implementation and monitoring of student achievement over the course of the next grant cycle.

Cost: The total cost for 50 reusable licenses is \$7,500 per year with the total over 5 years (2024-2029) being \$37,500 and will be paid out of the Title I Part A 1003 School Improvement Grant.


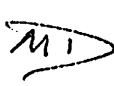
Recommended Action: That the Board of Education approve the purchase of Imagine Learning Language and Literacy student licenses for Wilson Middle School from Imagine Learning, Salt Lake City, Utah, for a total cost not to exceed \$37,500 for the 2024-2025 school year through the 2028-2029 school year.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

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

DATE: September 05, 2024

SUBJECT: Purchase of Welders for the Moline High School Welding Lab

Reason for Board Consideration: Board of Education approval is required to purchase four new welders for the Moline High School Welding Lab

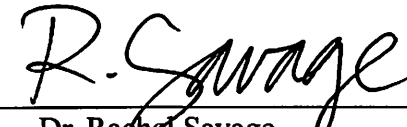
Action Necessary: Approval is requested to purchase four new welders for the Moline High School Welding Lab

Facts: The welding lab at Moline High School has gone through significant renovations and improvements during the summer of 2024. While some of the current welding machines have been repaired, there are a few that are now beyond repair due to normal wear and tear. The purchase of these welding machines will replace those non-functioning welders while also providing a back-up machine when one is down for repair.

Cost: The total cost is not to exceed \$10,000 for the purchase and delivery of the four new welders from S.J. Smith and will be paid for by the curriculum budget.


Recommended Action: That the Board of Education approve the purchase and delivery of four new welders from S.J. Smith, Davenport, Iowa, for a total cost not to exceed \$10,000.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

FROM: Dr. Brian Prybil, Deputy Superintendent 
Steven Etheridge, Director of Elementary Teaching and Learning

DATE: September 05, 2024

SUBJECT: Purchase of Reading Mastery Transformation for grades K-2 and Corrective Reading Decoding for grades 3-5

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

Action Necessary: Approval from the Board of Education is requested to purchase Reading Mastery Transformation for grades K-2 and Corrective Reading Decoding for grades 3-5 for Bicentennial, Hamilton, and Willard Elementary Schools.

Facts: Our dedicated team of administrators, teachers, and literacy coaches has been tirelessly exploring innovative approaches to enhance early literacy skills among our diverse elementary student body. Recognizing the unique needs of each child, we understand that a one-size-fits-all curriculum falls short. However, one indisputable fact remains: ensuring our students reach grade-level reading proficiency by the conclusion of 3rd grade is paramount.

Extensive research underscores the critical importance of early literacy in shaping future academic success. Studies have repeatedly shown that children who master foundational reading skills by 3rd grade are more likely to excel academically and beyond. As such, our team has rigorously evaluated numerous programs, seeking the optimal solution to empower our educators and nurture our students' literacy journey.

Cost: The total cost not to exceed \$41,00 for Reading Mastery Transformation for grades K-2 and Corrective Reading Decoding for grades 3-5 and will be paid for with a combination of title grants from ESEA.


Recommended Action: That the Board of Education approve the purchase of Reading Mastery Transformation for grades K-2 and Corrective Reading Decoding for grades 3-5, from McGraw-Hill, Columbus, Ohio, for a total cost not to exceed \$41,000.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

FROM: Dr. Brian Prybil, Deputy Superintendent 
Craig Reid, Director of Technology

DATE: September 05, 2024

SUBJECT: Renewal of NWEA Measures of Academic Performance (MAP) Testing and MAP Fluency

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

Action Necessary: Approval is requested to renew the contract for Measures of Academic Performance (MAP) testing and MAP Fluency with NWEA.


Facts: We are seeking approval to renew our contract with NWEA for the Measures of Academic Performance (MAP) Growth K-12 and MAP Reading Fluency testing for our district. The proposed agreement is for a five-year term. By committing to this five-year agreement, we are securing an upfront discount and locking in our costs with no additional increases over the next five years.

The cost for each year under this agreement is \$94,437.50, resulting in a total cost of \$472,187.50 for the five-year period. For comparison, the projected costs without this discount could be estimated to reach approximately \$698,682.50 over the same period.


Cost: The total cost for the five-year service and testing agreement is \$472,187.50 and will be paid for out of combination of ESEA Title 1 and district funds

Recommended Action: That the Board of Education approve the renewal of the MAP testing contract with NWEA, Portland, Oregon, for a five-year term, covering MAP Growth K-12 and MAP Reading Fluency, at a total cost of \$472,187.50.

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 
DATE: September 05, 2024
SUBJECT: Purchase of Middle School Soccer Athletic Supplies

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

Action Necessary: Board of Education approval is required.

Facts: The soccer season has begun at both John Deere and Wilson Middle Schools. The start-up costs for both programs total \$22,000. These funds will be used to purchase soccer goals, equipment, and uniforms. It is the recommendation of the administration to purchase all the necessary equipment from BSN Sports to ensure the start of the program is successful.


Cost: The cost is not to exceed \$22,000 which will be supported from the Churchill family donation.

Recommended Action: That the Board of Education approve the District to purchase the necessary equipment from BSN Sports, Dallas, Texas, to implement the soccer programs at John Deere and Wilson Middle Schools for a total cost not to exceed \$22,000.

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 
DATE: September 05, 2024
SUBJECT: Purchase of Playground Improvements - Jane Addams Elementary

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

Action Necessary: Board of Education approval is required.

Facts: The Jane Addams PTA has raised approximately \$45,000 to replace their current playground. The replacement cost of the playground is approximately \$63,000, which would still require a "community build" to make the replacement a reality. In order to keep the project from deviating from its timeline of this spring for install, administration is recommending that the District fill the funding gap to order the playground from Play & Park Structures. Play & Park Structures is part of the Omnia partners purchasing cooperative, therefore no bids are required.

Cost: The cost is not to exceed \$63,000 which will be supported by the PTA funds and the Operation and Maintenance Fund (Fund 2).


Recommended Action: That the Board of Education approve the District purchase of the Jane Addams playground equipment from Play & Park Structures, Chattanooga, Tennessee, for a total cost not to exceed \$63,000.

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: September 05, 2024

SUBJECT: Fund reallocation of Additional Card Access and Security Cameras for the Education Center

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

Action Necessary: Approval is requested to purchase the Card Access System and Cameras for the Education Center using Tort Funds (Fund 8).

Facts: After review of the Tort Fund (Fund 8), it has been determined that card access systems and security cameras can be purchased using this fund. Given this fact, the card access system and cameras for the Education Center that was approved at the August 12, 2024 Board meeting will be moved from Fund 6 & Fund 2, as previously requested, and will now be supported by using Fund 8 instead.

Cost: None


Recommended Motion: That the Board of Education reallocate expenses associated with the card access system and security cameras at the education center to the Tort fund (fund 8).

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: September 05, 2024

SUBJECT: Purchase of Moline Education Center Markerboards

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

Action Necessary: Board of Education approval is requested.

Facts: In the move to the new Moline Education Center (MEC), the newer/updated markerboards were relocated from Allendale to MEC for several cabinet members. In order to keep consistency with decor throughout the building, it is the desire of the administration to purchase new markerboards for the remaining cabinet and extended cabinet members.

This request is for the purchase ten (10) 48"x48" GlassWrite Mag Marker Boards with the "M" logo in the top center of the markerboards. These would be similar to the existing markerboards relocated from Allendale.


Cost: The total base cost is not to exceed \$ 14,000.00 (Includes estimated freight) and will be supported through the Operations & Maintenance Fund (Fund 2).

Recommended Motion: That the Board of Education approve the purchase for GlassWrite Mag Markerboards to Pigott, Davenport, Iowa, for a total cost not to exceed \$14,000.

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 
DATE: September 05, 2024
SUBJECT: Engage Services - Croke, Fairchild, Duarte, and Beres LLC

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

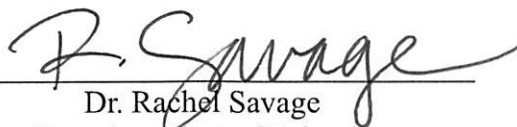
Action Necessary: Board of Education approval is required.

Facts: The District will be issuing a working cash fund bond this fall and will need representation from Council to help with the execution of necessary documentation for the sale of these bonds. Therefore, it is the recommendation of administration to engage services from Croke, Fairchild, Duarte, and Beres LLC.

Cost: The cost is not to exceed \$15,000 which will be supported from the Debt Services Fund (Fund 3).


Recommended Action: That the Board of Education approve the District to engage in bond council services with Croke, Fairchild, Duarte, and Beres, Chicago, Illinois, for the working cash bond sale this fall for an anticipated amount of \$15,000.

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 

DATE: September 05, 2024

SUBJECT: Engage Services - Legat Architects for Lincoln-Irving Project

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

Action Necessary: Board of Education approval is required.

Facts: At the August 12, 2024 Board of Education meeting, the Board approved a preliminary agreement with Legat Architects for design services for the Lincoln-Irving Elementary School Project. At that time, it was stated that the formal agreement would be presented at the September 9, 2024 Board meeting for approval. Under this agreement, Legat Architects will be responsible for leading the Design Focus Group discussions to assist the District in development of a program design. This program will then guide them in the schematic design phase of the project. Once reviewed and approved for program and budget compliance, Legat Architects will begin the design development phase of the project that will offer more definition of the components of the project. Once completed, the design development drawings will be reviewed and approved for program and budget compliance. The construction document phase will then begin, where actual drawings and specifications to be used for bidding and construction services will be developed. As the program is developed, there may be a need for specialty consultants such as, kitchen, daylighting, or acoustical designers, etc., to be hired. During the construction phase of the project, Legat Architects will provide contract administration services and construction observation services.

Legat Architects will be compensated at the rate of 6.75% of the total cost of the project. The budget for the project has been estimated at \$27,000,000. With this action, the District's obligation will be for 6.75% of \$27,000,000 or \$1,822,500 plus an allowance of \$215,000 for additional services and reimbursables. This amount will be amended based on the actual construction costs, once known. This rate is consistent with industry norms. For comparison purposes, the District's design services for the Hamilton Project closed out at 7.375% of the total construction costs. In addition, the agreement proposed provides more services and is for a project of larger value. Completion of the new building is scheduled for August of 2027.

It is the recommendation of the administration that the Board of Education engage the services of Legat Architects, Moline, Illinois, for the work as identified.

Cost: The cost of these services is estimated to be \$1,822,500, plus \$215,000 for additional services and reimbursables. The funding for these services is proposed to come from our Capital Project Fund (Fund 6). Fund 6 dollars being committed for this will be Fund 6 reserve funds. These funds will be reimbursed from the spring of 2026 bond sale.

Recommended Action: That the Board of Education approve the District to engage services of Legat Architects, Moline, Illinois, for community engagement, programming, design, and construction observation services for the Lincoln-Irving School project, for a fee of 6.75% of the total project cost.

Approved for Submission to the Board of Education

A handwritten signature in black ink, appearing to read "R. Savage", written over a horizontal line.

Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

FROM: Vincent Gallo, Chief Financial Officer 

DATE: September 05, 2024

SUBJECT: Engaged Services for Browning Field Concession & Bathroom Design - Legat Architects

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

Action Necessary: Board of Education approval is required.

Facts: The comprehensive exterior athletic plan has been successfully completed. As we look ahead, it is time to decide on the next project to be undertaken in the spring. After careful consideration, the administration recommends that we move forward with the construction of the concession and bathroom facility at Browning Field. This project aligns with our ongoing efforts to improve the quality of our athletic facilities and will significantly enhance the experience for both athletes and spectators.

Therefore, it is the recommendation of the administration that the Board of Education approve Legat Architects for schematic design services for the Browning Field Concession and Bathroom Project.


Cost: The cost is not to exceed \$96,000.

Recommended Action: That the Board of Education approve the District to engage services of Legat Architects, Moline, Illinois, for schematic design services for the Browning Field Concession & Bathroom project for a total cost not to exceed \$96,000.

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 
DATE: September 05, 2024
SUBJECT: Engage Service of Playground Improvements - Jane Addams Elementary

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

Action Necessary: Board of Education approval is required.

Facts: The Jane Addams PTA has raised approximately \$45,000 to replace their current playground. The replacement cost of the playground is approximately \$63,000, which would still require a "community build" to make the replacement a reality. In order to keep the project from deviating from its timeline of this spring for install, administration is recommending that the District engage in services with Emery Construction group to complete the foundation necessary to build the playground structure.


Cost: The cost is not to exceed \$16,000 which will be supported by the Operation and Maintenance Fund (Fund 2).

Recommended Action: That the Board of Education approve the District to engage services with Emery Construction Group, Moline, Illinois, for the playground foundation which is part of the Jane Addams School improvement project, for a total cost not to exceed \$16,000.

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 
DATE: September 05, 2024
SUBJECT: Engage Services - Kings Financial Consulting Inc.

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


Action Necessary: Board of Education approval is required.

Facts: The District will be issuing a working cash fund bond this fall and will need representation from a municipal advisor to aid in the analysis, structuring, and method of selling the bonds in our upcoming bond cycle. Our advisor will help coordinate the details of the sale with all necessary parties, and will provide their fiduciary duty to protect the interests of the District during this process.

Cost: The cost is 1% of the par amount of Bonds/Debt certificates issued for the Series 2024/2025, and 0.35% of the par amount of the Bonds/Debt certificates issued for the Series 2025/2026 which will be supported from the Debt Services Fund (Fund 3).

Recommended Action: That the Board of Education approve the District to engage in municipal advisory services with Kings Financial Consulting Inc., Monticello, Illinois, for the bonds/debt certificate issue Series 2024/2025 & Series 2025/2026.

Approved for Submission to the Board of Education




Dr. Rachel Savage
Superintendent of Schools

6. Approval of Vibrant Arena for Moline High School 2025 Graduating Class

41

Recommended Motion: that the Board of Education approve the rental of the Vibrant Arena, Moline, Illinois, for the commencement ceremony for Moline High School's graduating class of 2025, for the anticipated amount of \$23,132. **See Attachment No. 15.**

TO: Members of the Board of Education
FROM: Vincent Gallo, Chief Financial Officer 
DATE: September 05, 2024
SUBJECT: Engage Services - Vibrant Arena for Moline High School Graduation

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

Action Necessary: Board of Education approval is required.

Facts: The 2025 commencement ceremony is being recommended for Memorial Day weekend. In past years, the District has successfully held commencement at Vibrant Arena. It is the wish of Moline High School and the administration to use this venue again, to allow for our students, parents, guardians, families, and friends to attend and participate in celebrating our student's successes. Therefore, it is the recommendation of administration to rent the Vibrant Arena for the commencement ceremony for the Moline High School graduating class of 2025.

Cost: The cost not to exceed \$23,132 which will be supported from the Education Fund.

Recommended Motion: That the Board of Education approve the rental of the Vibrant Arena, Moline, Illinois, for the commencement ceremony for Moline High School's graduating class of 2025, for the anticipated amount of \$23,132.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

Event: 2025 Moline High School Graduation

Date(s): Sunday, May 25, 2025

(Alternate Date Friday, May 23, 2025)

Leased Area ("Premises"): Arena – Commencement

Times (Including Move-In & Move-Out): 5:30 pm – 10:30 pm

Doors: 6:30 pm

Ceremony: 7:30 pm – 9:30 pm

Leased Area ("Premises"): Conference Rooms A-F (Student Staging Area) Times: 5:30 pm – 10:30 pm

Moline is currently schedule to hold their graduation on Sunday, May 25, 2025 with NS and PV. If Friday, May 23, 2025 is open still on February 20, 2025, then Moline will move their graduation to Friday, May 23, 2025. If Friday, May 23, 2025 is open and Moline moves to this day, then rental prices will be adjusted accordingly before second deposits are sent out.

Name/Entity ("LESSOR"): The Illinois Quad City Civic Center Authority ("IQCCCA"). IQCCCA owns the Premises and the arena commonly known as the "Vibrant Arena" as part of IQCCCA's statutory powers as a special Illinois municipal corporation, pursuant to 70 ILCS 200/215-1, et seq (IQCCCA and Vibrant Arena are collectively referred to herein as "Vibrant Arena").

Name/Company ("LESSEE"): Moline – Coal Valley School District No. 40

Address: 1619 11th Avenue 1900 52nd Ave

City, State, Zip: Moline, IL 61265

Contact: Chris Moore – Principal Moline HS Phone: 309-743-8801 Email: cmoore@molineschools.org

Contract Signee – Rachel Savage – Superintendent Moline – Coal Valley District Phone 563-495-0463

LESSEE FEES

LESSEE agrees to pay LESSOR as rental for said space covered under this agreement:

Arena Rental: \$3,000 (shared date with NS & PV) - plus additional expenses for staffing, AV and other fees. (see attached estimate)

OR \$9,000 (having own date on Friday, May 23, 2025) – plus additional expense for staffing, AV and other fees.

Conference Rental: \$600 (shared date with NS & PV) **OR** \$1,800 (having own date on Friday, May 23, 2025)

Total of Listed Expenses: TBD

Additional LESSEE rentals or requests will be billed at prevailing rate. Rental fee does not include any audio/visual/tech staffing or equipment, except as may be listed under LESSEE FEES.

Deposit: \$3,600.00

Contract/Deposit Due: August 16, 2025

Second Deposit (75% of remaining estimated costs)

Due: April 1, 2024

Insurance: Provide a rider as outlined in #12 below.

Insurance Due: April 8, 2025

Final Rental Balance & Expenses: TBD

Final Rental Balance & Expenses Due: June 20, 2025

****I authorize the Vibrant Arena and Levy Restaurants to charge any outstanding rental or catering balances to the credit card supplied for the event. Initial Here**

- 1. PREMISES.** Except for reasonable rights of ingress and egress through public halls, corridors, and grounds, LESSEE shall have no rights in any part of the Vibrant Arena's property other than the premises hereinabove specified. LESSOR reserves the right to reassign rooms based on final guarantees and room setup needs.
- 2. DEPOSIT.** The Vibrant Arena has the right to retain the deposit and apply it to any expense incurred due to cancellation of the event covered under this Agreement, damages incurred to the facility as a result of the event, or to pay expenses incurred and payable by LESSEE as a result of the event. LESSEE further agrees to pay any additional deposits as demanded by the Vibrant Arena.
- 3. FOOD & BEVERAGE.** The LESSEE shall not bring any food and beverage onto the property of the Vibrant Arena. A separate contract will be entered into with Levy for all food and beverage purchases, if any. Outside food and beverage brought onto the property without LESSOR's consent will subject LESSEE to a \$250 fee. Absolutely NO OUTSIDE ALCOHOL is allowed on property.

4. **LESSEE'S PROPERTY.** Any loss or damage to property brought onto the Vibrant Arena's property by the LESSEE shall be at the sole risk of the LESSEE.
5. **INDEMNITY.** The LESSEE shall indemnify and hold the Vibrant Arena harmless for all claims, losses, or damages (including costs and attorney's fees) for any personal injury or property damage arising out of or caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the LESSEE or LESSEE's employees, agents, contractors, members, licensees or invitees.
6. **CONTROL.** The Vibrant Arena reserves the right to control the operation and maintenance of the Premises. The Vibrant Arena staff have the right to enter the Premises at any time for any purpose, including removal of any person who, in the sole judgment of the Vibrant Arena staff, is disrupting or obstructing the proper operation and management of the Premises.
7. **RULES AND REGULATIONS.** All rules and regulations promulgated from time to time by the Vibrant Arena are hereby incorporated in this Lease by reference, and LESSEE shall comply fully with said rules and regulations. LESSEE is entitled to a current copy of such rules and regulations upon written request to the Vibrant Arena.
8. **HAZARDOUS PROPERTY.** LESSEE shall not bring upon the Premises any exhibit, equipment, or vehicles which, in the sole judgment of the Vibrant Arena would be or might be dangerous to persons or property or otherwise incompatible with the structure, systems and furnishings of the Premises.
9. **ASSIGNMENT.** LESSEE shall not assign its rights under this Lease.
10. **OTHER EVENTS.** LESSEE acknowledges that other events may be scheduled for other spaces within the Vibrant Arena not covered by this Lease.
11. **CASUALTY.** If any casualty or unforeseen occurrence renders the fulfillment of this Lease by the Vibrant Arena impossible, then this Lease shall terminate. In such event, LESSEE hereby waives any claim for damages or compensation from the Vibrant Arena.
12. **INSURANCE.** LESSEE shall, at its sole expense, obtain and retain through the duration of the event covered under this Agreement commercial general liability insurance including: Premises/operations; products/completed operations hazard; contractual liability; and personal injury. This general liability insurance shall include limits of liability of not less than \$1 million combined single limits for bodily injury and property damage. In addition, LESSEE shall obtain such additional insurance as the Vibrant Arena may require in its discretion from time to time. Certificates of insurance in form acceptable to the Vibrant Arena shall be provided to the Vibrant Arena at least thirty (30) days prior to the commencement of the event. The insurance policy shall name The Vibrant Arena as an additional insured, shall provide that the policies may not be cancelled or materially altered until at least **thirty (30) days** prior to written notice being given to the Vibrant Arena, and shall cover occurrences on any part of the Vibrant Arena property. The insurance carriers providing such insurance shall have no less than an "A" rating according the A.M. Best's rating and shall be authorized to do business in Illinois.
13. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Illinois. Any litigation arising under this Agreement is agreed to be maintained in Rock Island County, Illinois. LESSEE shall strictly comply with all applicable federal, state, and local statutes, rules and regulations.
14. **TIME FOR EXECUTION.** This Agreement must be signed by the LESSEE and returned within the above-mentioned due date along with any applicable deposit. In the event the executed agreement and applicable deposit is not received by the Vibrant Arena within such time, the Vibrant Arena, as its option, may declare the Agreement null and void, thereby canceling the date being held and covered by this Agreement.
15. **CANCELLATION.** If LESSEE cancels contracted space on or after September 1, 2024 LESSEE agrees to pay a cancellation fee of \$3,600.00 There will be no cancellation fee should LESSEE cancel this Agreement at any time due to a pandemic or any governmental action, order, or mandate. LESSEE further understands that if LESSOR has to cancel or postpone LESSEE's event due to a pandemic or any governmental action, order, or mandate, LESSOR will not be responsible for any costs or expenses incurred by LESSEE due to the cancellation or postponement. LESSOR will work with LESSEE in rescheduling the event that is postponed due to a pandemic or any governmental action, order, or mandate.

The additional attachments or addendums and subsequent terms and conditions are hereby made a part of this contract.

LESSOR – Vibrant Arena

LESSEE – Moline – Coal Valley School District No. 40

By: _____
Vibrant Arena Assistant Executive Director, on:

By: _____
Executed by LESSEE on:

_____ 202 _____

_____ 202 _____



ESTIMATE Event Cost Summary
 Moline High School Commencement
 Event Date: Sunday, May 25, 2025
 OR will hold on Friday, May 23, 2025

Estimated Event Time: Doors 6:30 pm / Ceremony 7:30 pm

Graduation Estimate	Estimate For Sunday, May 25	Estimate For Friday, May 23
Arena Rental *	\$3,000.00	\$9,000.00
Conference Center Rent *	\$600.00	\$1,800.00
Set Up Fee - items included ** (Stage, Power, Metal Detectors, Turnover, Microphones)	\$2,500.00	\$2,500.00
Clean up	\$1,000.00	\$1,000.00
Video Wall Package / Cameras (Package B in 2024)	\$1,000.00	\$1,000.00
Techs / House Light Operator	\$672.00	\$672.00
Ushers	\$1,172.00	\$1,172.00
Parking	\$1,308.00	\$1,308.00
Security	\$1,680.00	\$1,680.00
Police	\$2,400.00	\$2,400.00
EMT's (minimum of 2 for event)	\$600.00	\$600.00
TOTAL EVENT COSTS	\$15,932.00	\$23,132.00

(staff pricing subject to change for 2025)

Deposit 1 (Due 8/16/24) \$3,600.00

Tentative Agenda:

Doors: 6:30 pm
 Commencement: 7:30 pm
 End Time: 9:30 pm

*Arena and Conference Center rent discounted if sharing Sunday, May 25, 2025 date with PV & NS. No discount if on Friday, May 23, 2025

**If need to push in sections 109-111 for more space on the floor, will be subject to an additional \$500 fee.

This estimate is based on information provided through July 1, 2024. Any changes after this date will require a new estimate.

7/16/24 amm

Microphones, Video Wall, Web Streaming and Camera Packages 2025

All requests must be made to Event Coordinator no later than 2 weeks prior to graduation date.

Vibrant Arena will Provide the Following Microphones for Graduations:

- 2 podiums with 2 microphones .
- 2 microphones for a band
- 4 condenser microphones with 1 solo microphone for a choir
- We will provide a direct box with a quarter inch cable for one electric keyboard.

Package A - \$500 (Video Wall only Package)

Includes:

- Use and/or connection of High Definition Video Wall (45' W x 25' H)
- Client provided logo only on Video Wall
- Customized Ribbon Board "Welcome" message
- *Add client provided slideshow/video for additional \$250*

Package B - \$1,000 (Video Wall & Web Streaming Package)

Includes:

- Use and/or connection of High Definition Video Wall (45' W x 25' H)
- Client provided logo only on Video Wall
- Customized Ribbon Board "Welcome" message
- One (1) Static camera and cabling (no operator)
- One (1) Building technician to set-up YouTube or similar web streaming event
 - If web streaming is provided by the building the live camera feed can be put up on Video wall at no additional charge
- *Add client provided slideshow/video for additional \$250*
- *Add an additional live stream for an additional ceremony \$500 each*

Package C - \$3,250 (Video Wall, Web Streaming & Camera Package)

Includes:

- Use and/or connection of High Definition Video Wall (45' W x 25' H)
- Video Switcher
- Building Technician to convert client files to video wall format
 - Client to provide video, slideshow, and logos to building at least 5 days prior to scheduled event
- Customized Ribbon Board "Welcome" message
- Three (3) Video cameras and cabling
 - Two (2) Camera operators (up to 4 hours; will be charged by the hour after 4 hours)
 - One (1) Static camera position (no operator)
- One (1) Technical director (up to 4 hours; will be charged by the hour after 4 hours)
- *Add an additional live stream for an additional ceremony \$500 each*

Additional Options:

- *\$50 per hr. if graphic design is required*
- *Additional equipment/services/staff can be provided at an additional cost*



Graduations – Policies and Procedures Effective June 30, 2024

- A. Lease agreement – contract one (1) year at a time – July/August prior to the next year’s graduation
- B. Tentative hold – a school can put on hold dates no more than two (2) years beyond the next/current year’s graduation (example – July 2024 lease sent for 2025 graduation; school can then ask for a hold on the 2026 and 2027 graduation dates)
 - a. Venue staff will make every effort to confirm future holds
 - b. If a school does not confirm future dates by October 1st, that future date will be considered open for other events to reserve
- C. History of a date was determined in 2023 and for moving into future years. School that has the previous year’s date can hold the same future date(s) for the same day of the week or weekend
 - a. Schools who have not changed their graduation date over the last 5 years will get priority on such date for 2025
 - b. No one can “bump” another school but can share a date (rent would be split but all other costs would be at 100% to each school)
 - c. If a school moves from an existing date to another date, the right to the previous date is lost for future years
 - d. If another school, or two schools, want the same date, then school(s) should:
 - i. Inquire of the other school if willing to share the date
 - ii. Determine if the other school holder can switch to a different date. A one-time switch would not cause the original date holder to lose the right to that date in the future
 - iii. If the original date holder will not switch or share then the requesting school will have to select a different date
 - iv. If there is still a date conflict, then the school who has held their graduations at Vibrant Arena the longest, will get priority to date with deference also being given to the graduation that has the greatest economic impact for the Quad Cities community
- D. If two schools want the same open date, first to contact/request gets the first right to that date
- E. All food/beverage needs will be purchased through Levy. No outside food/beverage will be allowed in the building.
- F. Conference Center
 - a. A school leasing the entire six (6) rooms will guarantee their use
 - b. A school leasing less than the six (6) rooms will be subject to the venue reassigning or moving the school to another portion of the building



Graduations – Rates
Effective June 30, 2024

<i>Year</i>	<i>Monday-Thursday</i>	<i>Friday-Sunday</i>
2025		
Arena	\$6,000	\$9,000
Conf Center	\$300/room	\$300/room
2026		
Arena	\$7,000	\$10,000
Conf Center	\$300/room	\$300/room
2027		
Arena	TBD	TBD
Conf Center	TBD	TBD


- Event estimates will be sent out with each lease agreement that details all costs for that year
- Labor expenses will always adjust to the rates in effect for the date of that graduation
- Video and other items are TBD for each year (charged separately to each school if date is shared by multiple schools)
- Deposits will be required as:
 - 1st Due 30 days after the contract is issued. Required amount will cover the arena and conference center rentals
 - 2nd Due April 1 for all schools and this will cover 75% of the remaining estimated costs for labor and all other services/equipment
 - 3rd The balance will be billed within one week following event date.

7. Approval of Updated Board Policy 2:260 - Uniform Grievance Procedure

49

Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 2:260 - Uniform Grievance Procedure, as presented. **See Attachment No. 16.**

TO: Members of the Board of Education

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

DATE: September 05, 2024

SUBJECT: Approve Updated Board Policy 2:260 - Uniform Grievance Procedure

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 2:260 - Uniform Grievance Procedure. The policy, Legal References, and footnotes are updated. The policy and footnotes are updated for continuous improvement and in response to final regulations implementing Title IX of the Education Amendments of 1972 (Title IX), requiring all Title IX sex discrimination complaints to be processed using sample policy 2:265, Title IX Grievance Procedure. Footnote 4 is updated in response to final regulations implementing Title II of the Americans with Disabilities Act (Title II), requiring school districts to implement the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA for their web content and mobile apps. The Legal References are updated for continuous improvement. Recall, that the underlined text represents suggested new additions; whereas, the ~~strikethrough~~ text represents suggested deletions.

Cost: None.

Recommended Action: That the Board of Education accepts for first reading the revised Board of Education Policy 2:260 - Uniform Grievance Procedure, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

School Board

Uniform Grievance Procedure¹

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the School Board, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy², or have a complaint regarding any one of the following:³

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*⁴

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

¹ State or federal law requires this subject matter be covered by policy and 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. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative's consent. This policy and its companion sample policy 2:265, *Title IX Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

A grievance procedure is required by many civil rights acts and implementing regulations, including those listed. For the sake of consistency and ease of administration, this policy consolidates all board grievance procedures, excluding Title IX sexual harassment complaints (see sample policy 2:265, *Title IX Grievance Procedure*) into one policy, except those contained in collective bargaining agreements. See the cross references for the policies referring to this uniform grievance procedure policy.

² Including the phrase "guaranteed by the State or federal Constitution, State or federal statute, or Board policy" broadens the scope of this policy beyond the items listed. Consult the board attorney regarding whether to retain this phrase and/or to otherwise limit the scope of this policy.

³ The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 *et seq.*) is not included in the list of statutes that may serve as the basis of a grievance, and attorneys disagree whether it should be. Many believe that IDEA provides the exclusive remedy; others believe that including IDEA allows parents/guardians an opportunity to get their position before the board. Unique and specific complaint resolution mechanisms are expressly provided under IDEA, Article 14 of the School Code, and their respective implementing regulations. These mechanisms follow: (1) IDEA at 20 U.S.C. §1415 (procedural safeguards-mediation and due process); (2) IDEA regulations at 34 C.F.R. §§300.151-300.153 (state complaints), 300.506 (mediation), and 300.507 *et seq.* (due process); (3) School Code at §§14/8.02a (mediation and due process) and 14/8.02b (expedited due process); and (4) special education regulations at 23 Ill.Admin.Code §§226.560 (Mediation), 226.570 (State Complaint Procedures), and Subpart G (due process). A board that would like to include IDEA should consult the board attorney.

⁴ The Americans with Disabilities Act Amendments Act (ADAAA) (Pub. L. 110-325), made significant changes to the Americans with Disabilities Act's definition of disability by broadening the scope of coverage. The ADAAA also overturned a series of U.S. Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that impairments were a disability. The U.S. Equal Employment Opportunity Commission's (EEOC) regulations, 29 C.F.R. Part 1630, are at: www.eeoc.gov/laws/types/disability_regulations.cfm.

Boards should consult with their attorneys regarding how the ADAAA and its implementing regulations impact their districts.

- ~~2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., excluding Title IX sexual harassment complaints governed by Board policy 2:265, *Title IX Grievance Procedure*~~
- ~~3.2. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.⁵~~
- ~~4.3. Discrimination and/or harassment on the basis of race, color, or national origin prohibited by the Illinois Human Rights Act, 775 ILCS 5/; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.; and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*)⁶~~
- ~~5.4. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see also number 4, above, for discrimination and/or harassment on the basis of race, color, or national origin)~~
- ~~6.5. Sexual harassment prohibited by the State Officials and Employees Ethics Act⁷, 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of~~

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

~~Title II of the ADA of 1990 also includes website accessibility. Addressing website accessibility is complicated. Many entities addressing website accessibility use The *Web Content Accessibility Guidelines* (WCAG) 2.0 or Version 2.1, Level AA a frequently-cited accessibility standard that contains guidelines developed by a private group of accessibility experts. See www.w3.org/WAI/standards-guidelines/wcag/. While WCAG is not adopted as the formal federal legal standard for public accommodation websites, including school districts, the compliance date for districts is 4-24-26 or 4-26-27, depending upon the size of the population where the district is located, 28 C.F.R. §§35.104 and 35.200 et seq. The U.S. Dept. of Justice's *Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments* (3-8-24), WCAG 2.1 is available at: www.w3.org/TR/WCAG21/ has been used in many consent decrees and settlement agreements, and it is required by the School Code. 105 ILCS 5/10-20.75, added by P.A. 102-238, also requires school districts to ensure their Internet websites or web services comply with Level AA of the WCAG 2.1 or any revised version of those guidelines. Internet website or web service means "any third party online curriculum that is made available to enrolled students or the public by a school district through the Internet." Id.~~

~~⁵ See ¶n 4's discussion of website accessibility above. See also the discussion in ¶n 2 of sample policy 8:70, *Accommodating Individuals with Disabilities*.~~

~~⁶ 105 ILCS 5/22-95(b)(1)(B) (final citation pending), added by P.A. 103-472, eff. 8-1-24, requires a district to have an internal process for filing a complaint regarding a violation of its policy (or policies) prohibiting discrimination and harassment on the basis of race, color, national origin, and retaliation. Sample policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, utilizes this policy as an internal complaint process. See also sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*, which includes additional procedures to be followed when responding to complaints of discrimination and harassment on the basis of race, color, and national origin.~~

~~⁷ 5 ILCS 430/70-5(a) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment that contains certain prescribed elements. See sample policy 5:20, *Workplace Harassment Prohibited*, at ¶n 3 and subhead **Complaints of Sexual Harassment Made Against Board Members by Elected Officials** in sample policy 2:105, *Ethics and Gift Ban*, for further detail. Complaints of sexual harassment made against board members by fellow board members or other elected officials of governmental units must undergo an *independent review*, which is not a term defined in the statute. 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. School districts are also required to create, maintain, and implement an age-appropriate sexual harassment policy. 105 ILCS 5/10-20.69. See sample policy 7:20, *Harassment of Students Prohibited*, and its ¶n 9 for further information.~~

~~50 ILCS 205/3c 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 Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964." Consult the board attorney about the word *found*. It raises many practical application questions, e.g., when does the word *found* trigger a board's compliance responsibility pursuant to this law. Such questions include, but are not limited to:~~

- ~~1. Must a school board make a *finding* to trigger this requirement? If the severance agreement is entered into post-termination, a record of board *findings* rarely exists.~~
- ~~2. Are charges for termination *findings*? Often superintendents submit charges for termination, but these are not technically *findings*.~~

- 1964, 42 U.S.C. §2000e *et seq.* (Title IX sexual harassment complaints are addressed under Board policy 2:265, *Title IX Grievance Procedure*)⁸
- ~~7-6.~~ Breastfeeding accommodations for students, 105 ILCS 5/10-20.60⁹
- ~~8-7.~~ Bullying, 105 ILCS 5/27-23.7¹⁰
- ~~9-8.~~ Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children¹¹
- ~~10-9.~~ Curriculum, instructional materials, and/or programs
- ~~11-10.~~ Victims' Economic Security and Safety Act, 820 ILCS 180/
- ~~12-11.~~ Illinois Equal Pay Act of 2003, 820 ILCS 112/
- ~~13-12.~~ Provision of services to homeless students
- ~~14-13.~~ Illinois Whistleblower Act, 740 ILCS 174/¹²

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

3. Are charges based on a complaint manager's report and determination(s) *findings* under the law when a board still has the ability to review and reject the complaint manager's determination(s)?

Next, contrast the above publication law with the Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2). GSPA prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if he or she is fired for *misconduct* by the board. GSPA defines *misconduct* to include sexual harassment and/or discrimination. *Id.* at 415/5.

Consult the board attorney about how to reconcile whether sexual harassment and/or sexual discrimination is misconduct for which a severance would be prohibited under the GSPA, and therefore, not available to be published under 50 ILCS 205/3c. And for further discussion and other applicable transparency laws that apply to this issue, see also fn 16 in sample policy 5:20, *Workplace Harassment Prohibited*.

⁸ Consult the board attorney regarding proper filing and storage of these investigation documents, including whether certain student-related investigation documents are *sole possession records*, a Family Policy Compliance Office (FPCO)-created an exemption to the Family Education Rights Privacy Act (FERPA) (20 U.S.C. §1232g). See *Letter to Ruscio*, 115 LRP 18601 (FPCO 12-17-14).

⁹ 105 ILCS 5/10-20.60 requires schools to implement the Ill. sex equity grievance procedures when processing student complaints about breastfeeding accommodations. Complainants must be informed that the board's decision may be appealed to the Regional Superintendent (or appropriate Intermediate Service Center Executive Director) and, thereafter, to the State Superintendent. 23 Ill.Admin.Code §200.40. Note: Certain claims brought under 105 ILCS 5/10-20.60 may also be covered by the anti-discrimination protections of Title IX; consult the board attorney for further advice. Guidance from U.S. Dept. of Education on Title IX requirements for pregnant and parenting students (June 2013) is available at: www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/issues/sex-issue03.html.

¹⁰ All districts must have a policy on bullying. 105 ILCS 5/27-23.7. See sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The inclusion of *bullying* in the list of topics that may serve as the basis of a grievance furthers the obligation to communicate this policy to students and their parents/guardians.

¹¹ Parents/guardians of educationally disadvantaged children may sue a district for misuse of funds allocated by State law for the benefit of such children. *Noyola v. Bd. of Educ.*, 179 Ill.2d 121 (Ill. 1997) (affirming the appellate court's conclusion in *Noyola v. Bd. of Educ.*, 284 Ill.App.3d 128 (1st Dist. 1996) that parents/guardians may pursue a claim to enforce the requirements of the School Code but holding that the proper action for enforcement is by means of mandamus not an implied right of action).

¹² The Whistleblower Act (740 ILCS 174/) includes school districts in the definition of employer. It protects employees from employer retaliation for disclosing information to a government or law enforcement agency. Section 15 also contains language prohibiting employers from retaliating against employees who disclose 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. The Ill. False Claims Act (740 ILCS 175/) includes school districts in its definition of *State*. A strict interpretation of this language appears to allow school boards to collect civil penalties and costs against someone making a false claim. Before disciplining any employee, boards should thoroughly investigate the ramifications of these acts in consultation with their attorney and liability insurance carriers.

^{14,15.} Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff *et seq.* ¹³

^{16,15.} Employee Credit Privacy Act, 820 ILCS 70/ ¹⁴

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forego any informal suggestions and/or attempts to resolve it and may proceed directly to this grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parent(s)/guardian(s)); this includes mediation.

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable¹⁵ resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a

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¹³ The Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff *et seq.*) is a federal law. Title I addresses the use of genetic information pertaining to health insurance. Title II protects job applicants, current and former employees, labor union members, and apprentices and trainees from discrimination based on their genetic information. GINA covers employers with 15 or more employees.

GINA broadly defines genetic information to include information about an individual's genetic tests, their family members, and, among other things, the manifestation of a disease or disorder in the individual or the individual's family members. Information about an individual's or family member's age or gender is excluded from genetic information. Its remedies mirror those available under a Title VII of the Civil Rights Act claim: back pay, reinstatement, attorneys' fees and compensatory and punitive damages. Retaliation against an individual who brings a claim under GINA is also prohibited. Federal regulations are available at 29 C.F.R. Part 1635, and background information on these regulations is available at: www.eeoc.gov/regulations-related-genetic-discrimination. An FAQ entitled *FAQs on the Genetic Information Nondiscrimination Act* is available at: www.dol.gov/agencies/ebsa/laws-and-regulations/laws/gina.

The Ill. Genetic Information Protection Act (GIPA) (410 ILCS 513/) also prohibits employers from making employment decisions on the basis of any employee's genetic testing information and from penalizing employees who do not want to disclose their genetic information as part of a workplace wellness program. GIPA includes the federal GINA's definition of genetic information and creates more stringent obligations on Ill. employers. While the federal GINA exempts small employers (those with less than 15 employees), Illinois' GIPA covers all employers, even those with one employee. GIPA also provides penalties for negligent and intentional mishandling of genetic information. Note that Title II of GINA does not preempt GIPA's greater protections to Illinois employees.

Before using any sort of genetic information, consult the board attorney for guidance regarding GINA's and GIPA's specific applications to the district and how these laws integrate with other related federal laws, such as the Family and Medical Leave Act (29 U.S.C. §2612 *et seq.*) and the ADA, and State laws governing time off for sickness and workers' compensation.

¹⁴ 820 ILCS 70/. 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, when the position's duties include custody of or unsupervised access to cash or marketable assets valued at \$2,500 or more. 820 ILCS 70/10(b). A person who is injured by a violation of this Act may bring a civil action to obtain injunctive relief and/or damages. 820 ILCS 70/25. The court must award costs and reasonable attorneys' fees to a prevailing plaintiff. *Id.*

¹⁵ The phrase "prompt and equitable resolution" comes from Title IX implementing regulation 34 C.F.R. §106.8(e)(2) which requires schools to "adopt, and publish, and implement grievance procedures ... that provide for the prompt and equitable resolution of complaints made by students, and employees, or other individuals who are participating or attempting to participate in the recipient's education program or activity-complaints" of alleging sex discrimination.

person is pursuing another remedy subject to a complaint under this policy, the District will continue with a simultaneous investigation under this policy.

Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the District's main office is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender.¹⁶ The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager or designee shall process and review the complaint ~~according to~~ under Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

For any complaint alleging sex discrimination that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Title IX Coordinator or designee¹⁷ shall process and review the complaint under Board policy 2:265, *Title IX Grievance Procedure*.

For any complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, in addition to any response required by this policy.

For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,¹⁸ should be initiated.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf.¹⁹ The Complaint Manager shall ensure both parties have an equal

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¹⁶ This is a best practice.

¹⁷ "Title IX Coordinator or designee" is used where Title IX is implicated. In contrast, if Title IX is not implicated, "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see the last paragraph under the Filing a Complaint subhead).

¹⁸ See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*, and its exhibit 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundary*.

¹⁹ This policy gives complaint managers the flexibility to appoint another individual to conduct an investigation, which may be appropriate in cases where the neutrality or efficacy of the complaint manager is an issue, and/or where the district wishes to have the expertise and related attorney-client and work product privileges that an in-house or outside attorney may afford an investigation. Such alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals).

opportunity to present evidence during an investigation. ~~If the Complainant is a student under 18 years of age, the Complaint Manager will notify his or her parents/guardians that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.~~

Commented [MB1]: This sentence is deleted because it is not legally required and it is not practical for districts to seek parent/guardian attendance at every investigatory meeting involving their child.

The identity of any student witnesses will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time ~~from the Superintendent.~~

The Superintendent will keep the Board informed of all complaints.

If a complaint contains allegations involving the Superintendent or Board member(s), the written report shall be filed directly with the Board, which will make a decision in accordance with paragraph four of the following section of this policy.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall ~~mail~~ provide his or her written decision to the Complainant and the accused ~~by registered mail, return receipt requested, and/or personal delivery.~~²⁰ as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.²¹

Within 10 school business days after receiving the Superintendent's decision, the Complainant or the accused may appeal the decision to the Board by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board.

Within 30 school business days after an appeal of the Superintendent's decision, the Board shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information. Within five school business days after the Board's decision, the Superintendent shall inform the Complainant and the accused of the Board's action.

For complaints containing allegations involving the Superintendent or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall ~~mail~~ provide its written decision to the Complainant and the accused ~~by registered mail, return receipt requested, and/or personal delivery.~~²² as well as to the Complaint Manager.

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

²⁰ ~~Optional: Using a consistent delivery method that allows the district to verify the date of receipt is a best practice, e.g., registered mail, return receipt requested, and/or personal delivery.~~

²¹ *Preponderance of evidence* is a standard used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's Law Dictionary, 11th ed. 2019*.

²² See *fn 20*¹⁸, above.

This policy shall not be construed to create an independent right to a hearing before the Superintendent or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party. ²³

Appointing a Nondiscrimination Coordinator and Complaint Managers ²⁴

The Superintendent shall appoint a Nondiscrimination Coordinator to manage the District's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator. ²⁵

The Superintendent shall appoint at least one Complaint Manager to administer this policy. If possible, the Superintendent will appoint two Complaint Managers, each of a different gender. The District's Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers. ²⁶

Nondiscrimination Coordinator:

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

²³ The Ill. sex equity regulations require districts to have "specific timelines for completion of each step and rendering of a written decision, and shall provide for final appeal of grievance decisions made at the system level to the system's governing board." 23 Ill.Admin.Code §200.40(c)(1). To avoid arguments over these timelines, this sample policy provides that the failure to strictly follow the timelines does not prejudice any party. The grievance procedure is worthless if complaints are not thoroughly and promptly investigated.

²⁴ Title IX regulations require districts to designate and authorize at least one employee to coordinate 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.

A district must prominently display its Title IX non-discrimination policies (this policy 2:260, *Uniform Grievance Procedure*, and sample policy 2:265, *Title IX Grievance Procedure*) and contact information for its Title IX coordinator(s) on its website, if any, and in each handbook made available to students, applicants for employment, parents/guardians, employees, and collective bargaining units. 34 C.F.R. §106.8(a) and (b). Notifications must state that nondiscrimination extends to employment, and that inquiries about the application of Title IX and its regulations may be referred to the district's Title IX coordinator, to the U.S. Dept. of Education's Assistant Secretary of Education, or both. 34 C.F.R. §106.8(b). See sample exhibit 2:250-27, *Immediately Available District Public Records and Web-Posted Reports and Records*.

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.

²⁵ 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.

Best practice is that throughout the 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.

²⁶ The board may include the following option to address publication of such contact information:
"The Superintendent or designee shall ensure that students, parents/guardians, employees, and members of the community are informed of the contact information for the District's Nondiscrimination Coordinator and Complaint Managers on an annual basis."

Publicizing the contact information for the Nondiscrimination Coordinator and Complaint Managers through personnel handbooks, student handbooks, and/or on the district's website is a best practice. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with PRESS material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh/.

Name

Address

Email

Telephone

Complaint Managers:

Name

Name

Address

Address

Email

Email

Telephone

Telephone

Draft

LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.
 20 U.S.C. §1232g, Family Education Rights Privacy Act.
 20 U.S.C. §1400, The Individuals with Disabilities Education Act.
 20 U.S.C. §1681 et seq., Title IX of the Education Amendments; 34 C.F.R. Part 106.
 29 U.S.C. §206(d), Equal Pay Act.
 29 U.S.C. §621 et seq., Age Discrimination in Employment Act.
 29 U.S.C. §791 et seq., Rehabilitation Act of 1973.
 29 U.S.C. §2612, Family and Medical Leave Act.
 42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.
 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964.
 42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act.
 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
 42 U.S.C. §12101 et seq., Americans With Disabilities Act; 28 C.F.R. Part 35.
 105 ILCS 5/2-3.8, 5/3-10, 5/10-20, 5/10-20.5, 5/10-20.7a, 5/10-20.60, 5/10-20.69,
 5/10-20.75, 5/10-22.5, 5/22-19, 5/22-95 (final citation pending), 5/24-4, 5/27-1,
 5/27-23.7, and 45/1-15.
 5 ILCS 415/10(a)(2), Government Severance Pay Act.
 5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
 410 ILCS 513/, Ill. Genetic Information Privacy Act.
 740 ILCS 174/, Whistleblower Act.
 740 ILCS 175/, Ill. False Claims Act.
 775 ILCS 5/, Ill. Human Rights Act.
~~820 ILCS 70/, Employee Credit Privacy Act.~~
~~820 ILCS 112/, Equal Pay Act of 2003.~~
 820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill.Admin.Code Part
 280.
~~820 ILCS 112/, Equal Pay Act of 2003.~~
~~820 ILCS 70/, Employee Credit Privacy Act.~~
 23 Ill.Admin.Code §§1.240, 200.40, 226.50, and 226.570.


CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 2:270
 (Discrimination and Harassment on the Basis of Race, Color, and National Origin
 Prohibited), 5:10 (Equal Employment Opportunity and Minority Recruitment),
 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90
 (Abused and Neglected Child Reporting), 6:120 (Education of Children with
 Disabilities), 6:140 (Education of Homeless Children), 6:170 (Title I Programs),
 6:260 (Complaints About Curriculum, Instructional Materials, and Programs),
 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights),
 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to
 Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence
 Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 7:315
 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals
 with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and
 Concerns)

8. Approval of Updated Board of Education Policy 2:265 - Title IX Grievance Procedure

60

Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 2:265 - Title IX Grievance Procedure, as presented. **See Attachment No. 17.**

TO: Members of the Board of Education

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

DATE: September 05, 2024

SUBJECT: Approve Updated Board Policy 2:265 - Title IX Grievance Procedure

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 2:260 - Uniform Grievance Procedure. The policy is rewritten. The policy and footnotes are updated in response to final regulations implementing Title IX. Recall, that the underlined text represents suggested new additions; whereas, the ~~strikethrough~~ text represents suggested deletions.

Cost: None.

Recommended Action: That the Board of Education accepts for first reading the revised Board of Education Policy 2:265 - Title IX Grievance Procedure, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

School Board

Title IX Grievance Procedure¹

Discrimination on the basis of sex, including sex-based harassment, affects a student’s ability to learn and an employee’s ability to work. Providing an educational and workplace environment free from discrimination on the basis of sex is an important District goal.

The District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106), including against applicants for employment,² students, parents/guardians, employees, and third parties.

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

¹ Title IX of the Education Amendments of 1972 (Title IX) (20 U.S.C. §1681 *et seq.*) requires this subject matter to be covered by policy and controls this policy’s 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. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative’s consent. This sample policy and its companion sample policy 2:260, *Uniform Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

For the sake of consistency and ease of administration, this policy addresses only Title IX grievances, except those contained in collective bargaining agreements. See the cross references for the policies referring to this Title IX grievance procedure policy.

A district must have at least one policy explicitly stating it does not discriminate on the basis of sex in its education programs or activities under Title IX and its implementing regulations (34 C.F.R. Part 106). 34 C.F.R. §106.8(b)(1). A district must prominently display its Title IX notice of nondiscrimination on its website and in each handbook, catalog, announcement, bulletin, and application form made available to students, applicants for employment, parents/guardians, employees, and collective bargaining units. 34 C.F.R. §106.8(c)(2)(i). The notice must state that nondiscrimination extends to any program or activity operated by the district, including employment; that inquiries about the application of Title IX and its regulations may be referred to the district’s Title IX Coordinator, to the U.S. Dept. of Education’s Office for Civil Rights, or both; the name or title, office address, email address, and telephone number of the district’s Title IX Coordinator; how to locate the district’s nondiscrimination policy and grievance procedures; how to report information about conduct that may constitute sex discrimination under Title IX; and how to make a complaint of sex discrimination. 34 C.F.R. §106.8(c)(1)(i). If necessary due to a publication’s format or size, districts may instead include a statement that it prohibits sex discrimination in any education program or activity that it operates and that individuals may report concerns or questions to the Title IX Coordinator and provide the location of the notice on the district’s website. 34 C.F.R. §106.8(c)(2)(ii). See the **Notice of Nondiscrimination** subhead of sample administrative procedure 2:265-AP1, *Title IX Response*, for a sample notice of nondiscrimination and nondiscrimination statement meeting the minimum requirements of Title IX regulations. See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

Title IX jurisdiction is geographically limited to discrimination against a person in the United States. 34 C.F.R. §106.8(d). Though all complaints of sex discrimination may not constitute sex discrimination under Title IX, Title IX’s reach is broad because an alleged complainant or alleged respondent may be anyone *participating in or attempting to participate in* the district’s educational program or activity in the United States – including applicants for employment, students, parents/guardians, employees, volunteers, and third parties. Whether someone is *participating in or attempting to participate in* the district’s educational program or activity requires a fact-specific analysis made on a case-by-case basis. 89 Fed. Reg. 33483. A district is responsible only for alleged discriminatory conduct over which it exercises disciplinary authority or otherwise has substantial control. 89 Fed. Reg. 33529.

² Subpart C of Title IX applies *to institutions of vocational education*, defined as a school or institution "which has as its primary purpose preparation of students to pursue a technical, skilled, or semiskilled occupation or trade, or to pursue study in a technical field, whether or not the school or institution offers certificates, diplomas, or degrees and whether or not it offers fulltime study." 34 C.F.R. §§106.15(d), 106.2. If Subpart C applies, add "admission and" before "employment."

Title IX Sex Discrimination Prohibited

Sex discrimination as defined in Title IX (Title IX Sex Discrimination) is prohibited. A District employee, agent, or student violates this prohibition whenever that person engages in conduct on the basis of sex that causes another person to be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any education program or activity operated by the District. Title IX Sex Discrimination includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and/or gender identity.

Sex-based harassment is a form of Title IX Sex Discrimination. Sex-based harassment occurs whenever a person engages in conduct on the basis of sex that satisfies one or more of the following:³

1. A District employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity explicitly or impliedly conditions the provision of an aid, benefit, or service on a person's participation in unwelcome sexual conduct;⁴ or
2. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive⁵ that it limits or denies a person's ability to participate in or benefit from the District's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 34 C.F.R. §106.2.⁶

Definitions from 34 C.F.R. §106.2⁷

Complainant means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Title IX Sex Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Title IX Sex Discrimination and who

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

³ 34 C.F.R. §106.2. The definition of *sex-based harassment* in the policy and in Title IX includes *unwelcome* conduct. *Id.* However, case law does not always distinguish between *welcome* and *unwelcome* conduct. See *Mary M. v. North Lawrence Community Sch. Corp.*, 131 F.3d 1220 (7th Cir. 1997) (8th grade student did not need to show that a school employee's sexual advances were *unwelcome* in order to prove sexual harassment).

⁴ 34 C.F.R. §106.2. See sample exhibit 2:265-E, *Title IX Glossary of Terms*. This behavior is commonly called *quid pro quo* sex-based harassment. *Quid pro quo* sex-based harassment "covers harassment by members of a recipient's leadership, including board members, paid or unpaid, to the extent those individuals are authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity." 89 Fed. Reg. 33496. Title IX regulations do not limit *quid pro quo* sexual harassment to situations where the provision of an aid, benefit or service is conditioned on a *student's* participation in unwelcome sexual conduct. By way of example, *quid pro quo* Title IX sexual harassment involving an employee and a person other than a student may be implicated when: an employee tells a former student she can only get a letter of recommendation if she participates in unwelcome sexual conduct; an employee selects a volunteer for a coveted field trip chaperone position if he participates in unwelcome sexual conduct; or a supervisory employee subjects a subordinate employee to unwelcome sexual conduct in exchange for a promotion.

⁵ Harassment can be pervasive if it is widespread, openly practiced, or well-known to students and staff, e.g., sex-based harassment occurring in hallways, graffiti in public areas, or harassment occurring during recess under a teacher's supervision. 89 Fed. Reg. 33509.

⁶ See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for these definitions. Prior to 8-1-24, Title IX regulations tied these definitions to definitions contained within other federal statutes. That is no longer the case, and the definitions are fully set forth in 34 C.F.R. §106.2.

⁷ If the district uses sample exhibit 2:265-E, *Title IX Glossary of Terms*, or a similar document, the definitions of these terms within it should match the definitions used in this policy.

was participating or attempting to participate in the District's education program or activity at the time of the alleged Title IX Sex Discrimination.⁸

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

Respondent means a person who is alleged to have violated the District's prohibition on Title IX Sex Discrimination.

Retaliation means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a Complaint, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.⁹

Making a Report

A person who wishes to make a report under this policy may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking.¹⁰

School employees who receive information about conduct that reasonably may constitute Sex Discrimination under this policy shall promptly forward the report or information to the Title IX Coordinator. An employee who fails to promptly make or forward a report or information may be disciplined, up to and including discharge.

The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator.¹¹

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

⁸ The 2024 Title IX regulations shift the focus of the analysis from "whether the participation or attempted participation occurred at the time the complaint was filed" (as required under the 2020 Title IX regulations) to "the time of the alleged sex discrimination." 89 Fed. Reg. 33483.

⁹ This streamlined definition of retaliation is based upon an example in *Resource for Drafting Nondiscrimination Policies, Notices of Nondiscrimination, and Grievance Procedures under 2024 Amendments to the U.S. Department of Education's Title IX Regulations*, U.S. Dept. of Education (4-19-24), at: www2.ed.gov/about/offices/list/ocr/docs/resource-nondiscrimination-policies.pdf.

¹⁰ Using "or any employee with whom the Complainant is comfortable speaking" ensures Title IX compliance because Title IX requires "any employee" with information about conduct that may reasonably constitute sex discrimination to notify the Title IX Coordinator. Therefore, a report to any employee triggers a district's duty to respond. 34 C.F.R. §106.44(c)(1). This policy contains an item upon which collective bargaining may be required. Any policy that impacts 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.

¹¹ Title IX regulations require districts to designate and authorize at least one employee to coordinate its efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). If a district has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations. 34 C.F.R. §106.8(a)(1). The Title IX Coordinator with ultimate oversight should be listed in this policy.

Districts must identify the Title IX Coordinator by name or title, office address, email address, and telephone number. 34 C.F.R. §106.8(c)(1)(i)(C). Consistent with how Nondiscrimination Coordinators and Complaint Managers are listed in **PRESS** sample policies, this policy requires the Title IX Coordinator's name to be listed. The name and contact information are not part of the adopted policy and do not require board action. This allows for amendments to the name and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

Title IX Coordinator:

Name

Address

Email

Telephone

Processing and Reviewing a Report or Complaint

Upon receipt of a report of conduct that reasonably may constitute Title IX Sex Discrimination, the Title IX Coordinator and/or designee shall offer and coordinate supportive measures, as appropriate, for a Complainant.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it.¹² For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:10, *Equal Employment Opportunity and Minority Recruitment*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics*; *Code of Professional Conduct*; and *Conflict of Interest*;¹³ 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*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action under those policies.

Reports of alleged Title IX Sex Discrimination will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of Title IX Sex Discrimination.

Title IX Complaint Grievance Process

The Superintendent or designee shall implement procedures to ensure the prompt and equitable resolution of all Complaints according to a grievance process that fully complies with 34 C.F.R.

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

A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. See sample policy 2:260, *Uniform Grievance Procedure*.

¹² See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for a discussion of Title IX Sex Discrimination and non-Title IX Sex Discrimination. If allegations of Title IX Sex Discrimination arise out of the same facts and circumstances as allegations of another type of discrimination, i.e., race discrimination in violation of Title VI of the Civil Rights Act of 1964, the district has the discretion to use this policy to address the sex and race discrimination or to choose a different process that complies with Title IX regulations. 89 Fed. Reg. 33642. Consult the board attorney for further guidance.

¹³ See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*.

§106.45.¹⁴ See the District's Title IX Complaint Grievance Process (Grievance Process) under administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*.¹⁵

When a Complaint is filed, the Title IX Coordinator will investigate it and make a determination regarding the outcome of the Complaint, or appoint a qualified person(s) to undertake the investigation and make a determination regarding the outcome of the Complaint.¹⁶

Enforcement

Any District employee who is determined, at the conclusion of the Grievance Process, to have engaged in Title IX Sex Discrimination will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the Grievance Process, to have engaged in Title IX Sex Discrimination 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 District student who is determined, at the conclusion of the Grievance Process, to have engaged in Title IX Sex Discrimination will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies.¹⁷ Any person making a knowingly false accusation regarding Title IX Sex Discrimination will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law.¹⁸

Retaliation Prohibited¹⁹

The District prohibits any form of retaliation, including peer retaliation, in its education program or activity. Any person should report claims of retaliation using this Board policy 2:265, *Title IX Grievance Procedure*.²⁰

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

¹⁴ 34 C.F.R. §106.45(b). For a Title IX complaint grievance process, see sample administrative procedure 2:265-AP2, *Formal Title IX Complaint Grievance Process*. See also sample administrative procedures 2:265-AP1, *Title IX Response*, and 2:265-AP3, *Title IX Coordinator*.

¹⁵ 34 C.F.R. §106.45(b)(1) lists the basic requirements for a grievance process. While live hearings are only required for postsecondary institutions, elementary and secondary schools may choose to offer them as part of their grievance process. **Consult the board attorney if the board wants the district to use a live hearing in its grievance process.**

¹⁶ This policy gives Title IX Coordinators the flexibility to appoint another qualified individual to conduct an investigation. This may be appropriate when the neutrality or efficacy of the Title IX Coordinator is an issue, and/or where the district wishes to have the expertise that an in-house or outside attorney may afford to an investigation. Alternative appointments are often made in consultation with the Superintendent or other district-level administrator (except in cases involving Complaints about those individuals) and the board attorney. If a Complaint involves the Superintendent or other district-level administrator, alternative appointments are often made in consultation with the board and the board attorney.

¹⁷ See sample policies 7:190, *Student Behavior*, and 7:230, *Misconduct by Students with Disabilities*. See also sample policies 7:200, *Suspension Procedures*, and 7:210, *Expulsion Procedures*, for due process requirements when student suspension or expulsion is recommended following a determination of responsibility for Title IX Sex Discrimination.

¹⁸ Examples of rights the district or parties may exercise ancillary to this Title IX grievance procedure include, but are not limited to: disciplinary processes for suspensions and expulsions of students under 105 ILCS 5/10-22.6; tenured teacher dismissal proceedings under 105 ILCS 5/24-12; any other pre-termination process required by an applicable collective bargaining agreement, employment policy or procedure, or employment contract; and student appeal of a sex equity grievance decision under 23 Ill. Admin. Code §200.40 (see sample policy 7:10, *Equal Educational Opportunities*).

¹⁹ 34 C.F.R. §106.71.

²⁰ Retaliation complaints must be processed under this policy. 34 C.F.R. §106.71.

A student, employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:200 (Terms and Conditions of Employment and Dismissal), 5:240 (Suspension), 5:290 (Employment Termination and Suspension), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 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), 7:190 (Student Behavior)

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

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Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 5:100 - Staff Development Program, as presented. **See Attachment No. 18.**

TO: Members of the Board of Education

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

DATE: September 05, 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 August 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 requiring the deletion of "chronic health conditions of students" from the list of required staff training regarding health conditions of students, the addition of inservice training on the definitions of trauma, trauma-responsive learning environments, and whole child, and the updating of Title IX training requirements for staff. The footnotes are also updated.

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

General Personnel

Staff Development Program¹

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*):²

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.

¹ 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.

² 325 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: ³

1. Health conditions of students,⁴ including but not limited to training on:
 - a. ~~Chronic health conditions of students;~~
 - b.a. Anaphylactic reactions and management, conducted by a person with expertise on anaphylactic reactions and management;
 - e.b. Management of asthma, prevention of asthma symptoms, and emergency response in the school setting;
 - d.c. 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.d. 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;

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

³ 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, and 103-603, eff. 1-1-25, 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.

⁴ 105 ILCS 5/10-22.39(b-5), added by P.A. 103-542 and amended by P.A. 103-603, eff. 1-1-25, 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. Id.

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.c.~~ Current best practices regarding identification and treatment of attention deficit hyperactivity disorder; and

~~g.f.~~ How to respond to an incident involving life-threatening bleeding, including use of a school's trauma bleeding control kit, if applicable. ⁵

2. Social-emotional learning.⁶ 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,⁷ 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*) and the definitions of *trauma*, *trauma-responsive learning environments*, and *whole child* as set forth in 105 ILCS 5/3-11. ⁸
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.⁹ 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-

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⁵ ~~From 6-30-23 through 7-1-24, 105 ILCS 5/10-22.39(e), 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 and amended by P.A. 103-603, eff. 1-1-25, eff. 7-1-24. Trained employees using a trauma kit are generally immune from civil liability. Id.

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

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

⁸ 105 ILCS 5/10-22.39(b-20), added by P.A. 103-542, eff. 7-1-24 and amended by P.A. 103-603, eff. 1-1-25. 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/>.

⁹ 105 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*.

provided transportation as outlined in 105 ILCS 110/3.10 (see Board policy 7:185, *Teen Dating Violence Prohibited*).

6. Protections and accommodations for students,¹⁰ 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*);¹¹ 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,¹² 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:¹³

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

¹⁰ 105 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(g) (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.

¹¹ 105 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.

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

¹³ 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.*).

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. ¹⁴
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. ¹⁵
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. ¹⁶
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. ¹⁷
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. ¹⁸
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. ¹⁹
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. ²⁰
8. For all District staff, annual sexual harassment prevention training. ²¹

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

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/.

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

¹⁵ 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.

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

¹⁷ 105 ILCS 5/22-80(h).

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

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

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

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

9. Title IX requirements for training in accordance with 34 C.F.R. §106.8(d) as follows (see Board policy 2:265, *Title IX Grievance Procedure*):²²
 - 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, 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.²³
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.²⁴

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*.^{25 26}

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

²² 34 C.F.R. §106.8(d45(b)(1)(iii)). For training requirement details, see sample administrative procedures 2:265-API, *Title IX Response*, and 2:265-AP3, *Title IX Coordinator*.

²³ 775 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*.

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

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

²⁶ Districts are not required to train staff on life-saving techniques, though 105 ILCS 110/3, amended by P.A. 103-608, eff. 1-1-25, requires that all teachers, administrators, and other school personnel, as determined by school officials, be provided with information about emergency procedures and life-saving techniques within 30 days after the first day of each school year. Id. Such life-saving techniques must include the Heimlich maneuver, hands-only cardiopulmonary resuscitation (CPR), and automated external defibrillator (AED) use. The information provided must be in accordance with standards of the American Red Cross, the American Heart Association (AHA), or another nationally recognized certifying organization. Id. See e.g., <https://cpr.heart.org/en/cpr-courses-and-kits/hands-only-cpr/hands-only-cpr-resources>, <https://cpr.heart.org/en/training-programs/aed-implementation>, and <https://www.redcross.org/take-a-class/resources/learn-first-aid/adult-child-choking>.

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-aligns with 105 ILCS 5/3-11, 105 ILCS 110/3, amended by P.A. 103-608, eff. 1-1-25, 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.

Draft

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Persons performing CPR are generally exempt from civil liability if they are trained in CPR, (745 ILCS 49/10); persons performing using an AED automated external defibrillation are generally exempt from civil liability if they were trained and acted according to the standards of the American Heart Association AHA. (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-AP1 (Title IX Response), 2:265-AP2 (Formal Title IX Complaint Grievance Process), 2:265-AP3 (Title IX Coordinator), 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-AP1 (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)

10. Approval of Updated Board Policy 7:20 - Harassment of Students Prohibited

78

Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 7:20 - Harassment of Students Prohibited, as presented. **See Attachment No. 19.**

TO: Members of the Board of Education

FROM: Erin Terstriep, Assistant Superintendent for Student Services and Special Education ⁴²

DATE: September 05, 2024

SUBJECT: Approve Updated Board Policy 7:20 – Harassment of Students Prohibited

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

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

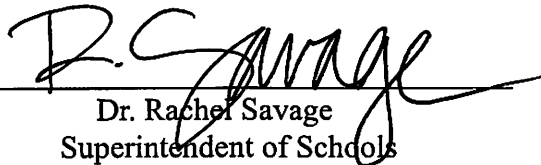
Facts: In the continuing quest to update the District's Board Policies, a portion of Section 7 with suggested changes based on PRESS recommendations is attached. The administration requests the Board accept updates for Section 7, as listed. These changes are minor and part of updates to the Title IX Grievance Procedure 2:265.

Attached are the suggested changes based on PRESS recommendations. The administration requests the Board accept updates for Policy 7:20 - Harassment of Students Prohibited. Recall the underlined text represents suggested new additions; whereas, the ~~striketrough~~ text represents suggested deletions.

Cost: None.

Recommended Action: That the Board of Education accepts for first reading the revised Board of Education Policy 7:20 - Harassment of Students Prohibited, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

Students

Harassment of Students Prohibited¹

No person, including a School District employee, agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity²; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; physical appearance; socioeconomic status; academic status; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened

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

¹ State or federal law requires this subject matter be covered by policy, controls this policy's content, and 105 ILCS 5/10-20.71 requires that every two years, each district within an Illinois county served by an accredited Children's Advocacy Center review all its existing sexual abuse investigation policies and procedures to ensure consistency with 105 ILCS 5/22-85. Each district must also have a policy on bullying. 105 ILCS 5/27-23.7, amended by P.A. 103-47; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

This policy's list of protected classifications aligns with the list in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The protected classifications are found in 105 ILCS 5/27-23.7(a), amended by P.A. 103-47; 775 ILCS 5/1-103, amended by P.A.s 102-896; 23 Ill.Admin.Code §1.240.

The list of protected classifications in sample policy 7:10, *Equal Educational Opportunities*, is different – it does not contain the classifications that are exclusively identified in the bullying statute. 105 ILCS 5/27-23.7, amended by P.A. 103-47.

The Ill. Human Rights Act (IHRA) and an Ill. State Board of Education (ISBE) rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity*. 775 ILCS 5/5-101(11); 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the Act. The Act permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103. Additionally, *race* is defined 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. 775 ILCS 5/1-102(A), added *order of protection status* to its list of protected categories. IHRA's jurisdiction regarding schools as a public accommodation is specifically limited to: (1) failing to enroll an individual, (2) denying access to facilities, goods, or services, or (3) failing to take corrective action to stop severe or pervasive harassment of an individual. 775 ILCS 5/5-102.2, amended by P.A. 102-1102. It is also a violation of IHRA if a district is aware of an employee or agent's harassment towards a student but fails to take appropriate action to stop the harassment. 775 ILCS 5/5A-101 and 102, amended by P.A. 103-472-~~eff. 8-1-24~~.

² See fn 3 in sample policy 7:10, *Equal Educational Opportunities*, for a discussion about Executive Order (EO) 2019-11 establishing the Affirming and Inclusive Schools Task Force (Task Force) that made policy and administrative procedure recommendations to ISBE that are discussed in its publication *Sample District Policy and Administrative Procedures* at www.isbe.net/supportallstudents.

For boards that want to incorporate ISBE's sample policy recommendation, insert the following in place of "gender identity;": gender; gender identity (whether or not traditionally associated with the student's sex assigned at birth);

If the board inserts this option, it must also insert the options in f/ns 3 and 8 of policy 7:10, *Equal Educational Opportunities*, but note the protected statuses list in this policy is different and should not be copied from here into 7:10, *Equal Educational Opportunities*.

or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.³

Sexual Harassment Prohibited

The District shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law.⁴ See Board policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with

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³ This list of examples of prohibited conduct is optional. While hate speech is not specifically mentioned in this paragraph, any hate speech used to harass or intimidate is banned. Hate speech without accompanying misconduct may be prohibited in response to actual incidents when hate speech interfered with the educational environment. West v. Derby Unified Sch. Dist., 206 F.3d 1358 (10th Cir. 2000).

⁴ Two laws apply to sexual harassment of students in Illinois. Title IX of the Education Amendments of 1972 (Title IX) and IHRA prohibit discrimination on the basis of sex and sex-based harassment in any educational program or activity receiving federal financial assistance, 20 U.S.C. §1681. Title IX defines sexual harassment as conduct on the basis of sex that meets one or more of the following: (1) a district employee, agent, or other authorized person conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively determined by a reasonable person to be so severe, pervasive, and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from equal access to the District's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in federal law. 34 C.F.R. §106.230. See sample policy 2:265, *Title IX Grievance Procedure*, and sample exhibit 2:265-E, *Title IX Glossary of Terms*. Consult the board attorney to ensure the nondiscrimination coordinator and complaint managers are trained to appropriately respond to allegations of Title IX sex-based harassment. See sample procedures 2:265-API, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process*, and 2:265-AP3, *Title IX Coordinator*.

IHRA prohibits any district employee or agent from sexually harassing a student, and defines sexual harassment as any unwelcome sexual advances or requests for sexual favors made to a student, or any conduct of a sexual nature toward a student, when: (1) such conduct has the purpose of substantially interfering with the student's educational performance or creating an intimidating, hostile or offensive educational environment; or (2) the district employee or agent either explicitly or implicitly makes the student's submission to or rejection of such conduct as a basis for making various enumerated education-related determinations. 775 ILCS 5/5A-101(E).

School districts are liable for damage awards for an employee's sexual harassment of a student in limited situations. Liability occurs only when a district official who, at a minimum, has authority to institute corrective action, has actual notice of and is deliberately indifferent to the employee's misconduct. Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998). Schools are liable in student-to-student sexual harassment cases when school agents are deliberately indifferent to sexual harassment, of which they have actual knowledge that is so severe, pervasive, and objectively offensive that it can be said to deprive the victims of access to the educational opportunities or benefits provided by the school. Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999). The Ill. Dept. of Human Rights investigates charges of sexual harassment in violation of the IHRA, and it is a civil rights violation when a district fails to take remedial or disciplinary action against an employee the district knows engaged in sexual harassment. 775 ILCS 5/5A-102.

whom the student is comfortable speaking.⁵ A student may choose to report to an employee of the student's same gender.

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure*. The Nondiscrimination Coordinator and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure.⁶ 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.⁷ The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.⁸

Nondiscrimination Coordinator:

Name

Address

Email

Telephone

Complaint Managers:

_____ Name	_____ Name
_____	_____

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

⁵ Using "or any employee with whom the student is comfortable speaking" ensures compliance with Title IX regulations providing that "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment is deemed to have *actual knowledge* which triggers a district's duty to respond. 34 C.F.R. §106.30. By including "any employee" in this list, 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.

⁶ If the district's Nondiscrimination Coordinator does not also serve as the Title IX Coordinator, supplement this sentence to state "The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure."

⁷ 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.

Each district must communicate its bullying policy to students and their parents/guardians. 105 ILCS 5/27-23.7, amended by P.A. 103-47; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

⁸ Title IX regulations require districts to designate and authorize at least one employee, referred to as the Title IX Coordinator, who is responsible for coordinating the district's compliance efforts~~identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts.~~ 34 C.F.R. §106.8(a). For further discussion of the Title IX Coordinator, see f/n 11 in sample policy 2:265, *Title IX Grievance Procedure*.

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.~~" 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.

Address	Address
Email	Email
Telephone	Telephone

The Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the District’s student handbook(s), on the District’s website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.⁹
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

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.¹⁰ Any employee who fails to promptly comply 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 an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging ~~sex-based~~ 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 designee¹¹ shall consider whether action under Board policy 2:265, *Title IX 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*.

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

⁹ In addition to notifying students of policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Grievance Procedure*, a district must notify them of the name, office address, email address, and telephone number of district’s Title IX Coordinator. 34 C.F.R. §106.8(a). 105 ILCS 5/10-20.69 requires districts to maintain and implement an *age-appropriate* policy on sexual harassment that is included in the school district’s student handbook, as well as on a district’s website and, if applicable, other areas where such information is posted in each school. The law does not expressly state that the age-appropriate policy is for students; however, that is the most logical interpretation. In practice, most districts maintain a student handbook for each building. Because the law only requires one policy, this policy manages the age-appropriate requirement by directing age-appropriate explanations of the policy be included in the building-level student handbook(s). Student handbooks can be developed by the building principals, but should be reviewed and approved by the superintendent and school board. The Ill. Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh.

¹⁰ 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.”

¹¹ “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.

For any other alleged student harassment that does not require action under Board policies 2:265, *Title IX 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 policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel ¹²

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 Grievance Procedure*, or Board policy 2:260, *Uniform Grievance Procedure*.

Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy 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 District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

Retaliation Prohibited

Retaliation against any person 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*).

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

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

¹² 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 (governing the investigation of an *alleged incident of sexual abuse* of any child within any Illinois counties served by a CAC). For a map of accredited CACs, and to identify a CAC that may serve your district, see www.childrensadvocacycentersofillinois.org/about/map. For further discussion see f/ns 14-16 in sample policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973; 34 C.F.R. Part 104.
42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/27-1, and 5/27-23.7.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
23 Ill.Admin.Code §1.240 and Part 200.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Franklin v. Gwinnett Co. Public Schs., 503 U.S. 60 (1992).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).
West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 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), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities)

Draft

11. Approval of Updated Board Policy 7:185 - Teen Dating Violence Prohibited

86

Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 7:185 - Teen Dating Violence Prohibited, as presented. **See Attachment No. 20.**

TO: Members of the Board of Education a2
FROM: Erin Terstriep, Assistant Superintendent for Student Services and Special Education
DATE: September 05, 2024
SUBJECT: Approve Updated Board Policy 7:185 – Teen Dating Violence Prohibited

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

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

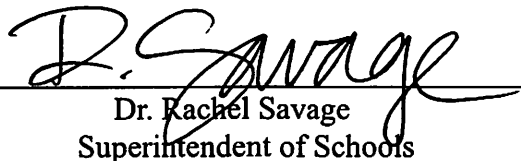
Facts: In the continuing quest to update the District's Board Policies, a portion of Section 7 with suggested changes based on PRESS recommendations is attached. The administration requests the Board accept updates for Section 7, as listed. These changes are minor and part of updates to the Title IX Grievance Procedure 2:265.

Attached are the suggested changes based on PRESS recommendations. The administration requests the Board accept updates for 7:185 – Teen Dating Violence Prohibited. Recall the underlined text represents suggested new additions; whereas, the ~~strikethrough~~ text represents suggested deletions.

Cost: None.

Recommended Action: That the Board of Education accepts for first reading the revised Board of Education Policy 7:185 – Teen Dating Violence Prohibited, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

Students

Teen Dating Violence Prohibited¹

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited.² For purposes of this policy, the term *teen dating violence* occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship.³

The Superintendent or designee shall develop and maintain a program to respond to incidents of teen dating violence that:⁴

1. Fully implements and enforces each of the following Board policies:⁵
 - a. 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the School Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
 - b. 2:265, *Title IX Grievance Procedure*. This policy prohibits ~~any person~~ District employee, agent, or student from engaging in sexual discrimination, including sex-based harassment, in violation of Title IX of the Education Amendments of 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.
 - c. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person, including a District employee, agent, or student, from harassing, intimidating, or bullying a student

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

¹ All school boards must have a policy on teen dating violence. 105 ILCS 110/3.10. This sample policy is designed to align with a district's already-existing procedures for reporting bullying and school violence. See f/n 7. The curriculum components for teen dating violence education, which apply to districts with students enrolled in grades 7 through 12, are listed in 6:60-API, *Comprehensive Health Education Program*.

² 105 ILCS 110/3.10(b)(1). School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus conduct is much more limited than incidents that occur on school grounds. However, school officials may generally: (1) remove a student from extracurricular activities when the conduct code for participation requires students to conduct themselves at all times as good citizens and exemplars of the school (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations.

³ 105 ILCS 110/3.10(a). For districts that wish to broaden the ages (e.g., perhaps include 11-12 year olds in a middle school setting), delete the following phrase from the first sentence: "who is 13 to 19 years of age". The law defines *dating* or *dating relationship* as an "ongoing social relationship of a romantic or intimate nature between two persons." The terms do not include "a casual relationship or ordinary fraternization between two persons in a business or social context."

⁴ Required by 105 ILCS 110/3.10(b)(3).

⁵ Be sure the referenced board policies, as adopted locally, contain the language paraphrased in this policy. If not, either substitute similar language from the locally adopted board policies on the same topics, or just insert the titles from relevant locally adopted policies.

The statutory content requirements for a teen dating policy include "establish[ing] procedures for the manner in which employees of a school are to respond to incidents of teen dating violence." This policy fulfills this requirement by incorporating by reference the following administrative procedure: 7:180-API, *Prevention, Identification, Investigation, and Response to Bullying*. This means that 7:180-API should be considered to be part of this policy.

- based on the student's actual or perceived characteristics of sex; sexual orientation; gender identity; and gender-related identity or expression (this policy includes more protected statuses).
- d. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.
2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals: ⁶
 - a. Any school staff member. School staff shall respond to incidents of teen dating violence by following the District's established procedures for the prevention, identification, investigation, and response to bullying and school violence. ⁷
 - b. The Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager identified in policy 7:20, *Harassment of Students Prohibited*. ⁸
 3. Incorporates age-appropriate instruction in grades 7 through 12, in accordance with the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*. ⁹
 4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager. ¹⁰
 5. Notifies students and parents/guardians of this policy. ¹¹

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

⁶ 105 ILCS 110/3.10(b)(4), requires the policy to identify by job title which school officials are responsible for receiving reports related to teen dating violence.

⁷ *Id.* at f/ns 5 and 6. Sexual violence is one listed component of teen dating violence. 105 ILCS 110/3.10(a). Sexual violence has also been found by the Ill. Gen. Assembly to be a component of bullying and school violence. 105 ILCS 5/27-23.7. Thus, identifying *any school staff member* is consistent with 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*, which uses the student-friendly reporting system outlined in 7:180-AP1, E2, *Be a Hero by Reporting Bullying*.

⁸ *Id.* Under any reporting system, a report involving bullying and school violence that is based upon a protected status (often teen dating violence will involve conduct based upon the target's sex) must be referred to the district's Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager (7:20, *Harassment of Students Prohibited*). Customize this list to reflect local conditions. These individuals may also take reports directly from students.

⁹ Required by 105 ILCS 110/3.10(b)(2). The curriculum-specific components for teen dating violence education are listed in 6:60-AP1, *Comprehensive Health Education Program*.

¹⁰ *Id.* For boards that add the optional paragraphs in policy 5:100, *Staff Development Program*, add the phrase "and policy 5:100, *Staff Development Program*."

¹¹ Required by 105 ILCS 110/3.10(b)(5). Boards must communicate this policy to students and their parents/guardians. This may be accomplished, in part, by (1) sending 7:185-E, *Memo to Parents/Guardians Regarding Teen Dating Violence*, and (2) amending the district's anti-bullying campaign statement(s), such as the following, in the student handbook and school website:

Bullying, teen dating violence, intimidation, and harassment are not acceptable in any form and will not be tolerated at school or any school-related activity. The School District will take disciplinary action against any student who participates in such conduct or who retaliates against someone for reporting incidents of bullying, teen dating violence, intimidation, or harassment.

Incorporated
by Reference: 7:180-API (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.: 105 ILCS 110/3.10.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

Draft

12. Approval of Memorandum of Understanding

91

Recommended Motion: that the Board of Education approve the Memorandum of Understanding between the Regional Office of Education #40 and the Moline School District #40 for the School-Based Mental Health Professional grant for the academic year 2024-2025. **See Attachment No. 21.**

Jerseyville Office
201 W. Exchange
Jerseyville, IL 62052



Carlinville Office
225 E. Nicholas
Carlinville, IL 62626

Memorandum of Understanding for

Funding to Support the Addition of

a

School-Based Mental Health Professional
Academic Year 2024-2025

This Agreement (the "Agreement") is effective for the 2024-2025 academic year calendar as defined by the student attendance calendar for each school district. The start date for this agreement will be the first required day for faculty attendance (_____) and concludes on the final day of required faculty attendance (_____). This agreement will be between the school district _____ (the "Recipient") and the Regional Office of Education #40 (ROE 40). The name and position of the SBMHP is _____.

This project is funded by one of the three U.S. Department of Education School Based Mental Health Grants awarded to the Illinois State Board of Education.

1. Duties and Responsibilities of the School District:

1. Hire a School Based Mental Health Services Provider (SBMHSP) with appropriate credentialing /licensure to serve students in the capacity of school based mental health services. The SBMHSP will be a FTE employee. Direct student contact, in the form of SBMH services, must be the focus of the employee.
2. Develop a School Based Mental Health Team (SBMHT). The focus of the SBMHT will be to establish a *System of Care* focused on expanding school based mental health supports to students. Recommendations for team composition include: Administrator, teacher, SMBH personnel, parent, union member, and community partner.
3. Within the team, complete the School Mental Health Quality Assessment in the fall and spring, develop a meaningful action plan, and monitor progress throughout the year on objectives.
4. Implement a Multi-Tiered System of Support (MTSS) for the developmental mental health needs and challenges of the diverse student population.
5. Meet the \$16,700 in kind match requirement for every \$25,000 stipend awarded to the district. A financial report, providing details on the \$16,700 in kind funds, must be provided to ROE #40 within 30 days of the end of the academic fiscal

year and mid-year as needed. Of note, the in kind funding must be local or state dollars. Federal dollars are not permitted for in kind fund use.

6. Develop a plan for sustainability of the SBMHSP position, post award of the stipend, to include alternative funding, budget allocations and/or external community partners with a commitment to provide ongoing financial support.
7. Report data as required for this federal grant award to include the following items. This data will be submitted every January and June, to ROE 40 or the Stress and Trauma Treatment Center, or within 30 days following the half-way mark and end of the academic year:
 - School Mental Health Team completed, School Mental Health School Profile, School Mental Health Quality Assessment two times per year
 - District-wide aggregate demographics of all SBMHSPs employed by the district or community partner organization.
 - District-wide number of students served in each tier of mental health services or supports. Provide systems of support for the SBMHSP, including office space, access to student records, relevant student data, administrative support, and other applicable needs to maximize opportunities for the SBMHSP to provide mental health supports to students.
8. Provide in house professional support to the SMBHSP in the form of mentorship and professional learning to support a healthy acclimatization to the performance expectations in the field of education and promote retention.
9. Provide in house or external professional learning opportunities to meet the required number of hours to renew their PEL.

For more information, visit <https://stressandtrauma.org/schools>.

ROE 40 and the Recipient attest to follow this agreement as specified.

Please provide the name and address of the individual that should receive the funding disbursement:

School Personnel with Signatory Authority

Date

ROE 40 Regional Superintendent

Date

13. Reports, Requests and Open Discussion

A. Superintendent's Report

B. Student BOE Member Report

14. 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.