

AGENDA  
The Regular Meeting of the Month of March  
of the Board of Education of Township High School District 214  
will be held on Thursday, March 19, 2020  
in Rooms D100/101 of the Forest View Educational Center  
2121 S. Goebbert Road, Arlington Heights, IL  
at 7:00 p.m.

- I. CALL TO ORDER  
President Petro
- II. ROLL CALL  
Mrs. Knoepfle
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF MINUTES  
Workshop Meeting of March 5, 2020
- V. SUPERINTENDENT'S REPORT  
Freedom of Information Act Report  
Financial Update
- VI. PUBLIC HEARING – E-Learning Program [105 ILCS 5/10-20.56]
- VII. PUBLIC HEARING – Honorable Dismissals [105 ILCS 5/24-12]
- VIII. PUBLIC COMMENTS
- IX. BOARD MEMBER UPDATES
- X. CONSENT CALENDAR
  - 2020-028 Accounts Payable
  - 2020-029 Personnel Transaction Report
  - 2020-030 Destruction of Closed Meeting Audio Recordings
  - 2020-031 Encumbrance and Expenditure Authorization
  - 2020-032 Graduation Audio Services - RFP
  - 2020-033 Custodial Air Filters- Bid
  - 2020-034 District Lacrosse Equipment – Bid
  - 2020-035 Board of Education Policy Manual Revisions
  - 2020-036 Revision of the Education Association Staff Professional Development and Evaluation Program
  - 2020-037 Easement Agreement with the Village of Wheeling
  - 2020-038 Naming of the Automation and Manufacturing Lab at BGHS
  - 2020-039 2020-21 Capital Projects Program – Bid
- XI. ACTION ITEM (The public may comment on each item after Board discussion.)
  - 2020-040 2020-21 Preliminary Budget Guidelines and Assumptions
  - 2020-041 Resolution to Adopt E-Learning Program
  - 2020-042 Resolution Approving Expenditure of Funds in an Emergency Situation

## XII. CLOSED SESSION

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459;
- The placement of individual students in special education programs and other matters relating to individual students. 5ILCS 120/2(c)(10);
- Collective negotiating matters between the district and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5ILCS 120/2(c)(2).

## XIII. RECONVENE IN OPEN MEETING

Immediately following the Closed Session, the Board of Education will reconvene in Open Session and may take action deemed necessary as a result of the Closed Session discussions.

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459;
- The placement of individual students in special education programs and other matters relating to individual students. 5ILCS 120/2(c)(10);
- Collective negotiating matters between the district and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5ILCS 120/2(c)(2).

## XIV. ADJOURNMENT

## MINUTES

The Minutes of the Workshop Meeting  
of the Month of March of the Board of Education  
Township High School District 214 held on March 5, 2020  
at Rolling Meadows High School  
2901 W. Central Road, Rolling Meadows, Illinois  
at 6:33 p.m.

President Petro called the meeting to order at 6:33 p.m. and R. Knoepfle called the roll. The following members were present:

William Dussling	Vice President
Mark Hineman	Member
Alva Kreutzer	Member
Dan Petro	President
Leonard Walker	Member
Todd Younger	Member

Absent at roll call:

Mildred Palmer	Member
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Also present at the meeting were: D. Schuler, superintendent; C. Johnson, associate superintendent for finance and operations; L. Lopez, associate superintendent for teaching and learning; E. Hart, principal, RMHS; L. DaRocha, assistant principal, RMHS; E. Holmes, assistant director of community engagement and outreach; R. Knoepfle, executive assistant to the school board and superintendent; P. Mogge, director of community engagement and outreach; K. Roiland, director of operations; T. Schlorff, director of technology services; staff members; students; and citizens.

### 1. PLEDGE OF ALLEGIANCE

President Petro led the Board and audience in the Pledge of Allegiance.

### 2. APPROVAL OF MINUTES

It was moved by Dussling and seconded by Kreutzer that the Board of Education approve the minutes of the Regular Meeting of February 20, 2020 and the Closed Session of February 20, 2020.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Walker, Younger, Petro

Nays: None

### 3. PUBLIC COMMENTS

There were no public comments.

### 4. ANNOUNCEMENTS

D. Schuler announced the due to the resignation of K. Laakso, the district has appointed M. Johnson, assistant superintendent for student services, as the district's nondiscrimination coordinator. The Board will be taking action at its next meeting to update the appropriate policies.

5. APPROVE CONSENT CALENDAR 2020-026 through 2020-027

Items 2020-026 through 2020-027 appearing on the Consent Calendar were presented for the Board's consideration.

It was moved by Walker and seconded by Dussling that the Board of Education approve Items 2020-026 through 2020-027 appearing on the Consent Calendar as presented.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Walker, Younger, Petro  
Nays: None

A. Approve Accounts Payable 2020-026

Transfers Dated February 1-29, 2020 listing:

Educational Fund Listing	\$2,236,431.39
Operations and Maintenance	2,548.51
TOTAL	<u>\$2,238,979.90</u>

Actual February 27, 2020 listing:

Educational Fund Listing	\$1,035,566.24
Operations and Maintenance	278,804.97
Transportation Fund	1,321,649.80
Debt Service	428.00
Capital Projects 62	500,105.43
TOTAL	<u>\$3,136,554.44</u>

Checks Dated: February 27, 2020  
Check Numbers: 731966 through 732347

B. Personnel Transaction Report 2020-027

Approved Personnel Transaction Report attached to these minutes.

6. BOARD WORKSHOP

A. Rolling Meadows High School Update

E. Hart and her staff, including division heads M. Luckritz, B. Martin and D. Wietrzak, presented an update on several of the programs that are new to RMHS in the last couple of years, including the Agriculture Pathway program that includes agricultural biology, veterinarian science, and sustainable urban agriculture courses; the EL Acting and Fine Arts Workshop courses; and the Special Ed Civics and Consumer Ed course. The Board had an opportunity to tour the facilities for the veterinarian and agriculture courses, including the new greenhouse, and the meeting was hosted in the new black box theater that is used as a classroom for several of the new courses.

B. Operations Update

K. Roiland introduced M. McCullough, the new assistant director of operations, to the Board. He provided an overview of the initiatives and operational reviews he has been involved in since coming to the district in September, including planning for construction for this summer and next year, analyzing staffing levels and needs of the district facilities, reviewing all operational procedures, updating the training program for staff and leadership training for the operations team, assessing the condition of all equipment and developing replacement cycles, and creating tools and apps to measure performance.

C. Technology Services Update

T. Schlorff offered the Board an update on the work he has been doing with his staff to develop a strong climate and culture within the department as they work on building systemic processes for deployment, communications and implementations; develop sustainable replacement cycles for system and personal hardware and software throughout the district; and create programs and opportunities for building human capacity for growth.

7. ADJOURNMENT

It was moved by Kreutzer and seconded by Hineman to adjourn. The motion carried.

The meeting adjourned at 8:32 p.m.

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F. Daniel Petro, president

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William J. Dussling, vice president

**CLASSIFIED PERSONNEL TRANSACTION REPORT****EMPLOYMENT OF EDUCATIONAL SUPPORT PERSONNEL 2019 - 2020****CHANGE OF STATUS**

<u>Name:</u>	<u>Assignment</u>	<u>Salary</u>	<u>Hrs./Week</u>
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**RAMIREZ, JOSE**

<b>Remarks:</b>	<b>Instructional Assistant - ELL (SS)</b> Resignation Effective: June 1, 2020		
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ITEM NO: 2020-030  
DATE: March 19, 2020  
FILE: Meetings

**Subject: Destruction of Closed Meeting Audio Recordings**

**BACKGROUND INFORMATION:**

The Illinois Open Meetings Act (5 ILCS 120/2.06) requires that Boards of Education keep a verbatim record of their closed meetings in the form of an audio or video recording. After 18 months have passed since being made, the audio or video recording of a closed meeting may be destroyed, provided the Board approved: 1) its destruction; and, 2) minutes of the particular closed meeting.

**ADMINISTRATIVE CONSIDERATION:**

The Board of Education approved the following minutes of the closed meetings as indicated:

<u>Date of Meeting</u>	<u>Date of Approval</u>
August 9, 2018	July 26, 2018
August 23, 2018	September 6, 2018

**RECOMMENDED ACTION:**

That the Board of Education approve the destruction of closed session audio recordings for the following meetings:

August 9, 2018  
August 23, 2018

ITEM: 2020-031  
DATE: March 19, 2020  
FILE: Budget

**Subject: 2020-21 Encumbrance and Expenditure Authorization**

**BACKGROUND INFORMATION:**

The budget year for a school district is July 1 through June 30. The School Code requires Boards of Education to adopt a budget for a fiscal year by the end of the first quarter or September 30. The district's 2020-21 budget calendar calls for Board review and approval of the tentative budget on June 11, 2020. Approval of the official budget is scheduled for August 2020.

**ADMINISTRATIVE CONSIDERATIONS:**

To accommodate the need for timely ordering and payment of services, supplies and equipment, and the payment of salaries and benefits prior to official budget approval, on an annual basis the administration recommends Board authorization for the administration:

- to encumber and expend up to 75 percent of the 2020-21 preliminary control budgets, which are being developed within budget guidelines established by the Board of Education; and
- to pay salaries and benefits within Board approved rates and schedules.

**RECOMMENDED ACTION:**

That the Board of Education authorizes the administration to encumber and expend up to 75 percent of the 2020-21 preliminary budgets, which are being developed within budget guidelines established by the Board of Education, and to pay salaries and benefits within Board approved rates and schedules prior to official budget approval.



ITEM: 2020-032  
DATE: March 19, 2020  
FILE: Budget

**Subject: Graduation Audio Services - RFP**

**BACKGROUND INFORMATION:**

Graduation ceremonies for Township High School District 214 are scheduled for May 20, 2020. Buffalo Grove, John Hersey, Prospect, and Wheeling High Schools will hold their ceremonies outdoors, requiring audio equipment and production services from a qualified vendor. Proposals were solicited for graduation audio services, including the design, set-up, operation, and tear-down of equipment in each school’s football stadium. In the case of inclement weather, the ceremonies will be moved indoors. While equipment may not be needed inside of the schools, the vendor would still be required to control all audio, including assisting in piping sound to overflow rooms.

The award is determined by pricing, services offered, quality of work, and the ability of the vendor to work within the required timeframe.

**ADMINISTRATIVE CONSIDERATIONS:**

Proposals were received after newspaper advertisement. Additionally, proposal documents were sent to six vendors.

<u>Vendor</u>	<u>Proposal Cost</u>
Axis AV (Skokie, IL)	\$9,200
HRP Chicago, LLC (Mount Prospect, IL)	\$14,000
Absolute Production Services (Chicago, IL)	\$14,632

The lowest responsible vendor proposing audio equipment and design sufficient for the District’s needs is being recommended.

**RECOMMENDED ACTION:**

That the Board of Education accepts the proposal from Axis AV for \$9,200 to provide graduation audio services on May 20, 2020 for Buffalo Grove, John Hersey, Prospect, and Wheeling High Schools.

ITEM: 2020-033  
DATE: March 19, 2020  
FILE: Budget

**Subject: Custodial Air Filters - Bid**

**BACKGROUND INFORMATION:**

District 214 places orders for HVAC air filters on an annual basis for the upcoming school year. These items consist of pleated filters, bulk polyester rolls, fiberglass pads, fiberglass panels, and polyester cut pads. Pricing for air filters of multiple sizes and efficiencies were solicited for the district for the 2020-21, 2021-22, and 2022-23 school years with an option to renew for the 2023-24 and 2024-25 school years. Pricing is firm for the first three years of the contract with a predetermined percentage increase if the District elects to renew for an additional two years. Determination of the lowest responsible bidder is based on estimated quantities needed.

**ADMINISTRATIVE CONSIDERATIONS:**

Bids were received following newspaper advertisement. Additionally, bids were sent to ten vendors. Funds are budgeted in each school's 2020-21 custodial maintenance budget.

<b>Vendor</b>	<b>Year 1 Total</b>
<b>Brucker Co. (Elk Grove, IL)</b>	<b>\$28,959.65</b>
Tri Dim (Elgin, IL)	\$31,205.34
Filter Services (Elk Grove, IL)	\$36,264.91
Trane (Buffalo Grove, IL)	\$37,499.87
Chicago Filter Supply (Elk Grove, IL)	\$41,068.86
Fox Valley Filter (Naperville, IL)	\$42,313.68

Lowest responsible bidder meeting the specifications is being recommended.

**RECOMMENDED ACTION:**

That the Board of Education accepts the bid from Brucker Co. in the estimated amount of \$28,959.65 annually to furnish custodial air filters for the 2020-21, 2021-22, and 2022-23 school years.

ITEM: 2020-034  
DATE: March 19, 2020  
FILE: Budget

**Subject: District Lacrosse Equipment - Bid**

**BACKGROUND INFORMATION:**

Township High School District 214 will be establishing a boy's and girl's lacrosse programs beginning in the 2020-2021 school year. A large equipment order consisting of netting, goals, protective padding, sticks, and helmets is required before the programs can launch. In addition, the District recognizes the potential need for smaller orders over the next few years as student interest and participation increases. In order to secure the most competitive pricing for the initial order and any smaller orders needed to accommodate growth, bids were solicited for the District-wide initial purchase of lacrosse equipment with all pricing being fixed through April 2023.

**ADMINISTRATIVE CONSIDERATIONS:**

Bids were received after newspaper advertisement. Additionally, bids were sent to six vendors. Funds are currently available in the 2019-20 instruction budget.

In order to receive the best value, it is being recommended that the bid be awarded in two packages, with the lowest responsible bidder meeting specifications for each package receiving the award.

<u>Vendor</u>	<u>Recommended</u>
<b>Lacrosse Unlimited (Hauppauge, NY)</b>	<b>\$ 135,282.00 (other equip.)</b>
<b>Tama Lacrosse (Naperville, IL)</b>	<b>\$ <u>41,576.40</u> (sticks)</b>
<b>Total Recommended Bid</b>	<b>\$ 176,858.40</b>

**RECOMMENDED ACTION:**

That the Board of Education accepts the bids totaling \$176,858.40 for the purchase of District lacrosse equipment.

ITEM 2020-035  
DATE: March 19, 2020  
FILE: Policy

**SUBJECT: Board of Education Policy Manual Revisions – PRESS Editions**

**BACKGROUND**

One of the goals of the Board of Education and administration for the 2007-08 school year was to conduct a comprehensive review the District 214 Board of Education Policy Manual. After researching possible methods to accomplish a thorough review, the Board agreed to work with the Illinois Association of School Boards (IASB) for a complete review and revision of Board policies. A working group met over the course of five months to review and revise each policy for District 214. The IASB consultant met with the Board of Education on June 30, 2008 to present the revised Policy Manual at a Board Workshop. The Board of Education approved the new manual on August 7, 2008.

In addition to the comprehensive review, the District 214 Board of Education is using the Policy Reference Education Subscription Service (PRESS) of IASB to keep the policy manual up to date. This resource provides the legal rationale and references for suggested policy revisions to assist the Board in focusing on their leadership role while complying with state and federal law.

**ADMINISTRATIVE CONSIDERATION**

The IASB Policy Reference Manual provides a system for regular updating of policies to ensure legal compliance and provides cross-referencing of related policies and the legal references. Every policy is reviewed at least once every five years or as a result of state or federal, Illinois School Code, or Illinois School Board of Education regulation or rule changes. The administration also makes recommendations for policy revisions as needed. Additionally, the Board is required by School Code to review select policies either annually or biennially.

**RECOMMENDATION**

That the Board of Education approve the recommended policy revisions from the administration as presented:

PRESS Recommended Revised Policies:

2:260	5:20	7:180
5:10	7:20	



## **Board of Education**

### **Uniform Grievance Procedure**

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

1. Title II of the Americans with Disabilities Act
2. Title IX of the Education Amendments of 1972
3. Section 504 of the Rehabilitation Act of 1973
4. Title VI of the Civil Rights Act, 42 U.S.C. §2000d *et seq.*
5. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e *et seq.*
6. Sexual harassment (State Officials and Employee Ethics Act, Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972)
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
8. Bullying, 105 ILCS 5/27-23.7
9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
10. Victims' Economic Security and Safety Act, 820 ILCS 180
11. Illinois Equal Pay Act of 2003, 820 ILCS 112
12. Provision of services to homeless students
13. Illinois Whistleblower Act, 740 ILCS 174/
14. Misuse of genetic information (Illinois Genetic Information Privacy Act (GIPA), 410 ILCS 513/ and Titles I and II of the Genetic Information Nondiscrimination Act (GINA), 42 U.S.C. §2000ff *et seq.*

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 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 parents/guardians); this includes mediation.

#### **Right to Pursue Other Remedies Not Impaired**

The right of a person to prompt and equitable 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 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. 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 compliant alleging bullying and/or cyber-bullying of students, the Complaint Manager shall process and review the complaint according to 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 sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy 2:260, *Uniform Grievance Procedure*.

### Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal 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 parent(s)/guardian(s) 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 or this policy, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law 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 or 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 of the date the complaint was filed, the Complaint Manager shall mail a written report of his or her findings to the complainant with a copy forwarded to the Superintendent. The Complaint Manager may request an extension of time.

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 two of the following section of this policy.

### Decision and Appeal

Within 10 school business days after receiving the Complaint Manager's decision, the Complainant or the accused may appeal the decision to the Superintendent by making a written request. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Superintendent. Within 30 school business days, the Superintendent shall affirm, reverse, or amend the Complaint Manager's decision and mail a written report of his/her findings. Within 10 school

business days after receiving the Superintendent's decision, the Complainant may appeal the decision to the Board by making a written request to the Superintendent. The Superintendent shall promptly forward all materials relative to the complaint and appeal to the Board. Within 30 school business days, the Board shall affirm, reverse, or amend the Superintendent's decision and mail a written report of their findings.

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 its written decision to the Complainant and the accused by first class U.S. mail as well as to the Complaint Manager.

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.

Appointing a Nondiscrimination Coordinator and Complaint Managers

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.

The Superintendent shall appoint at least one Complaint Manager to administer the complaint process in this policy. If possible, the Superintendent will appoint two Complaint Managers, one of each 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, addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers.

**Nondiscrimination Coordinator:**

~~Kurt Laakso, Associate Supt. for HR~~  
~~Marni Johnson, Assistant Superintendent for Student Services~~

Name  
2121 S. Goebbert Rd.  
Address  
Arlington Hts., IL 60005

Email:  
~~marni.johnson@d214.org~~  
~~kurt.laakso@d214.org~~

~~847.718.76577647~~  
Telephone

**Complaint Managers:**

~~Kurt Laakso, Associate Supt. for HR~~  
Name  
~~2121 S. Goebbert Rd.~~  
Address  
~~Arlington Hts., IL 60005~~

Brian Lichtenberger, Employee Relations Supervisor  
Name  
2121 S. Goebbert Rd.  
Address  
Arlington Hts., IL 60005



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Email: [kurt.laakso@d214.org](mailto:kurt.laakso@d214.org)

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847.718.7647

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Telephone

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[brian.lichtenbe@d214.org](mailto:brian.lichtenbe@d214.org)

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847.718.7651

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Telephone

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Marni Johnson, Asst. Supt. for Student Services

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Name

2121 S. Goebbert Rd.

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Address

Arlington Hts., IL 60005

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Email: [marni.johnson@d214.org](mailto:marni.johnson@d214.org)

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847.718.7657

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Telephone

LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.  
Americans With Disabilities Act, 42 U.S.C. §12101 et seq.  
Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.  
Equal Pay Act, 29 U.S.C. §206(d).  
Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.  
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.  
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.  
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.  
Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.  
Title IX of the Education Amendments, 20 U.S.C. §1681 et seq.  
State Officials and Employees Act, 5ILCS 430/70-5(a).  
105 ILCS 5/2-3.8, 5/3-10, 5/10-20.7a, 5/10-20.60, 5/10-22.5, 5/22-19, 5/24-4, 5/27-1, 5/27-23.7, and 45/1-15.  
Illinois Genetic Information Privacy Act, 410 ILCS 513/.  
Illinois Whistleblower Act, 740 ILCS 174/.  
Illinois Human Rights Act, 775 ILCS 5/.  
Victims' Economic Security and Safety Act, 820 ILCS 180/, 56 Ill.Admin.Code Part 280.  
Equal Pay Act of 2003, 820 ILCS 112/.  
Employee Credit Privacy Act, 820 ILCS 70/.  
23 Ill.Admin.Code §§1.240 and 200.40.

CROSS REF.: 2:105 (Ethics and Gift Ban), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Harassment), 5:30 (Hiring Process and Criteria), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:170 (Title I Programs), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:315 (restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Comments and Concerns)

ADOPTED: January 6, 2011

REVISED: June 18, 2015; September 3, 2015; August 24, 2017; January 18, 2018; April 26, 2018; December 12, 2019

## General Personnel

### Equal Employment Opportunity and Minority Recruitment

The School District shall provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection status, unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic violence, sexual violence, or gender violence genetic information, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position, or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

#### Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager for the Uniform Grievance Procedure. The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.

#### **Nondiscrimination Coordinator:**

Marni Johnson, Asst. Supt. for Student Services  
Kurt Laakso, Associate Supt. for HR

Name

2121 S. Goebbert Rd.

Address

Arlington Hts., IL 60005

Email:

marni.johnson@d214.orgkurt.laakso@d214.org

847.718.76577647

Telephone

**Complaint Managers:**

Kurt Laakso, Associate Supt. for HR

Name

2121 S. Goebbert Rd.

Address

Arlington Hts., IL 60005

Email: [kurt.laakso@d214.org](mailto:kurt.laakso@d214.org)

847.718.7647

Telephone

Brian Lichtenberger, Employee Relations Supervisor

Name

2121 S. Goebbert Rd.

Address

Arlington Hts., IL 60005

[brian.lichtenbe@d214.org](mailto:brian.lichtenbe@d214.org)

847.718.7651

Telephone

Marni Johnson, Asst. Supt. for Student Services

Name

2121 S. Goebbert Rd.

Address

Arlington Hts., IL 60005

Email: [marni.johnson@d214.org](mailto:marni.johnson@d214.org)

847.718.7657

Telephone

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

Minority Recruitment

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

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

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

ADOPTED: December 11, 2014

REVISED: June 18, 2015; September 3, 2015; January 5, 2017, December 12, 2019

## **General Personnel**

### **Harassment**

The Board of Education prohibits discrimination, including harassment of staff members by other staff members or students in the school environment based on, but not limited to, age, military status, unfavorable discharge from the military, ancestry, religion, gender, actual or perceived race, sexual orientation, color, national origin, disability, pregnancy, or order of protection status. Any staff member who feels that he or she has been harassed may initiate a complaint in accordance with established procedures. The complaint will be promptly investigated and, where substantiated, appropriate corrective action will be taken. Retaliation against any staff member for filing a complaint of harassment or participating in an investigation is prohibited. The District provides annual sexual harassment prevention training in accordance with State law.

#### 1. Definitions

Harassment is an unwelcome physical and/or verbal conduct which may be related to, but is not limited to, one or more characteristics such as age, unfavorable discharge from the military, ancestry, religion, gender, race, sexual orientation, color, national origin and disability, that affects an individual's employment or is severe and/or pervasive enough that it has, or will likely have, the effect of creating a hostile environment. A hostile environment is one that interferes with the ability of a reasonable person to function effectively in the school work environment. Sexual harassment also includes the unwelcome threat by someone in authority to withhold employment opportunities or benefits if sexual favors are not given by a staff member or the promise to provide such opportunities or benefits in exchange for sexual favors. The work/school environment includes school premises, school related activities, and other situations with a close relationship or connection to school.

Conduct that may contribute to creation of a hostile environment includes, but is not limited to, unwelcome touching or other physical contact of a sexual nature, stalking, staring, sexual propositions, belittling or derogatory remarks, jokes, graffiti, or graphic material.

#### 2. Violations

It shall be a violation of this policy for any person in the school work environment to harass a staff member, or for a staff member to harass any other person, including a student, because of any characteristic including, but not limited to, age, unfavorable discharge from the military, ancestry, religion, gender, race, sexual orientation, color, national origin, and disability or for there to be any retaliation against a staff member who has alleged a violation of this policy or who has participated in the investigation of a complaint.

It shall also be a violation of this policy for anyone who is authorized to recommend or take human resources actions affecting a staff member, or who is otherwise authorized to transact business or perform other acts or services on behalf of the district, to:

- A. Request sexual favors or make sexual advances in connection with employment action, whether implicitly or explicitly;
- B. Recommend, grant, or deny any human resources action because of sexual considerations;
- C. Take any form of reprisal against a staff member who has rejected or reported sexual advances;
- D. Fail to take action consistent with this policy on allegations of sexual or other forms of harassment;
- E. Failure to take immediate corrective action in the event misconduct has occurred.

### 3. Consequences

Violations of this policy by a staff member may result in counseling, conciliation, mediation, participation in the Employee Assistance Program, reprimands, suspensions with or without pay, supervisory measures, transfers, remediation, or discharge. Procedures under this policy shall be applied consistently with any other applicable policy, procedure, or contractual obligation of the district.

### 4. Complaints

A staff member who believes he or she has been harassed in violation of this policy may initiate a complaint to his or her immediate supervisor or Building Principal/Director, or where necessary, the Associate Superintendent for Human Resources, who in turn shall promptly report the matter to the Building Principal/Director, or where necessary, the Associate Superintendent for Human Resources. An aggrieved staff member alleging sexual or other harassment by anyone with supervisory authority may file a complaint with the Building Principal/Director, or the Associate Superintendent for Human Resources. Any school personnel who believes a violation of this policy may have occurred shall immediately report the matter to the Building Principal/Director, or where necessary, the Associate Superintendent for Human Resources for review and investigation. Any administrator, supervisor, or Building Principal/Director who believes a violation of this policy may have occurred shall immediately report the matter to the Superintendent or Associate Superintendent for Human Resources. A staff member shall be notified within two work days of a complaint made against him or her.

### Making a Complaint

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

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

### Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.

**Nondiscrimination Coordinator:**

~~Marni Johnson, Asst. Supt. for Student Services~~  
~~Kurt Laakso, Associate Supt. for HR~~

Name  
2121 S. Goebbert Rd.  
Address  
Arlington Hts., IL 60005

Email: ~~marni.johnson@d214.org~~  
~~kurt.laakso@d214.org~~

~~847.718.76577647~~  
Telephone

**Complaint Managers:**

~~Kurt Laakso, Associate Supt. for HR~~

Name  
~~2121 S. Goebbert Rd.~~  
Address  
~~Arlington Hts., IL 60005~~

Email: ~~kurt.laakso@d214.org~~

~~847.718.7647~~  
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847.718.7657  
Telephone

5. Time Limits

Complaints of violations of this policy may be made at any time, but every effort should be made to file complaints as soon as possible, while facts are known and potential witnesses are available.

6. Investigation

Upon receiving a complaint or third-party report of a possible violation of this policy, the Associate Superintendent for Human Resources shall be notified. A bargaining unit member will not be used to investigate another bargaining unit member. The Associate Superintendent for Human Resources, or designee, shall conduct an investigation to determine whether there is a reasonable basis for believing that the alleged violation has occurred. If the alleged harasser is a student, the assistance of the Associate Superintendent for Student Services shall be obtained. Any investigation shall be conducted and further action taken in accordance with



the Board of Education policy 7:20 (Harassment of Students Prohibited). The assistance of the Associate Superintendent for Student Services shall also be obtained when a student is involved in the investigation as a witness. The investigation shall be made expeditiously.

It may include review of any documentary or other relevant evidence, and interviews with the complainant, the alleged offender, and any person believed to have pertinent knowledge concerning the alleged violation. The accused shall have full opportunity to tell his or her side of the story. The accused may be represented by a bargaining unit representative.

The investigator shall take steps to maintain the confidentiality of the investigation.

During the investigation process, the Associate Superintendent for Human Resources, or designee, may negotiate a settlement or other resolution of the complaint.

If there is no resolution or settlement of the complaint and the Associate Superintendent for Human Resources, or designee, determines that there is a reasonable basis for believing that a staff member violated the policy, a hearing shall be held.

#### 7. Hearing

Where it is determined that there is reasonable cause to believe allegations of a violation of this policy, and no resolution or settlement is achieved, action shall be taken. Prior to the imposition of counseling, conciliation, mediation, participation in the Employee Assistance Program, reprimands, suspensions, supervisory measures, transfers, remediation, or discharge, there will be a hearing by the Associate Superintendent for Human Resources, or designee.

Prior to the hearing, the alleged staff offender is entitled to written or verbal notice of the charges.

- A. The hearing shall be held promptly, i.e., within thirty (30) work days.
- B. The alleged offender may be represented by either a bargaining unit representative or an attorney from the bargaining unit.
- C. The Associate Superintendent for Human Resources, or designee, shall provide a written decision.

The decision of the hearing officer will be final.

If the decision is to recommend dismissal to the Board of Education, the staff member may request a hearing with the Board.

#### 8. Miscellaneous

- A. Anyone who, after investigation, is found to have knowingly falsely accused another person of sexual or other harassment may be subject to appropriate disciplinary action.
- B. All staff members receive staff development training in sexual and other harassment awareness.
- C. No one will be retaliated against for reporting sexual and other harassment or for participating in such an investigation.
- D. Every staff member is expected to cooperate and provide information requested during an investigation.

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

LEGAL REF.: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., implemented by 29 C.F.R. §1604.11.  
Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., implemented by 34 C.F.R. Part 106.  
State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a).  
Ill. Human Rights Act, 775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2.  
56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.  
Burlington Industries v. Ellerth, 524 U.S. 742 (1998).  
Crawford v. Metro. Gov't of Nashville & Davidson County, 555 U.S. 271 (2009).  
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).  
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).  
Harris v. Forklift Systems, 510 U.S. 17 (1993).  
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).  
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).  
Oncale v. Sundown Offshore Services, 523 U.S. 75 (1998).  
Porter v. Erie Foods International, Inc., 576 F.3d 629 (7th Cir. 2009).  
Sangamon County Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).  
Vance v. Ball State University, 133 S. Ct. 2434 (2013).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 7:20 (Harassment of Students Prohibited)

ADOPTED: September 27, 2013

REVISED: June 18, 2015; September 3, 2015; January 18, 2018; April 26, 2018, December 12, 2019

## General Personnel

### Resolution to Prohibit Sexual Harassment

WHEREAS, Section 10-20 of the School Code ([105 ILCS 5/10-20](#)) grants school boards other powers that are not inconsistent with their duties;

WHEREAS, Section 1-5 of the State Officials and Employees Ethics Act ([5 ILCS 430/1-5](#)) includes school districts within the definition of a *governmental entity*;

WHEREAS, Section 5-65 of the State Officials and Employees Ethics Act ([5 ILCS 430/5-65](#), added by P.A. 100-554) provides that all persons have a right to work in an environment free from sexual harassment;

WHEREAS, Section 70-5 of the State Officials and Employees Ethics Act ([5 ILCS 430/70-5](#), amended by P.A.s 100-554 and 101-221) requires governmental entities to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment which, at a minimum, includes: (1) a prohibition on sexual harassment; (2) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the Act, the Whistleblower Act ([740 ILCS 174/](#)), and the Ill. Human Rights Act ([775 ILCS 5/](#)); (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report; and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official;

THEREFORE, BE IT RESOLVED, by the Board of Education of Township High School District 214, Cook County, Illinois, as follows:

Section 1: The Board adopts Board policies 2:150, *Ethics and Gift Ban*, and 5:20, *Workplace Harassment Prohibited*, attached as Exhibit A, which collectively contain the following: (1) a prohibition on sexual harassment; (2) detail regarding how an individual can report an allegation of sexual harassment, including options for making a confidential report to an immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, a Complaint Manager, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations and a statement regarding the availability of whistleblower protections under the State Officials and Employees Ethics Act, the Whistleblower Act, and the Ill. Human Rights Act; and (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report, and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official.

Section 2: Any prior versions of Board policies 2:105, *Ethics and Gift Ban*, and 5:20, *Workplace Harassment Prohibited*, adopted by the Board are superseded by this Resolution.

Adopted this 12<sup>th</sup> day of December, 2019

Attested by: Board President

Attested by: Board Secretary

## Students

### Harassment of Students Prohibited

#### Bullying, Intimidation, and Harassment Prohibited

No person, including a District employee or 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 identity; 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; 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 or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

#### Sexual Harassment Prohibited

Sexual harassment of students is prohibited. Any person, including a district employee or agent, or student, engages in sexual harassment whenever he or she makes sexual advances, requests sexual favors, and/or engages in other verbal or physical conduct, including sexual violence, of a sexual or sex-based nature, imposed on the basis of sex, that:

1. Denies or limits the provision of educational aid, benefits, services, or treatment; or that makes such conduct a condition of a student's academic status; or
2. Has the purpose or effect of:
  - a. Substantially interfering with a student's educational environment;
  - b. Creating an intimidating, hostile, or offensive educational environment;
  - c. Depriving a student of educational aid, benefits, services, or treatment; or
  - d. Making submission to or rejection of such conduct the basis for academic decisions affecting a student.

The terms "intimidating," "hostile," and "offensive" include conduct that has the effect of humiliation, embarrassment, or discomfort. Examples of sexual harassment include touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities. The term *sexual violence* includes a number of different acts. Examples of sexual violence include, but are not limited to, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion.

#### Making a Complaint

Students are encouraged to report claims or incidences of bullying, 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 staff member with whom the student is comfortable speaking. A student may choose to report to a person of the student's same sex. An allegation that a student was a victim of any prohibited conduct perpetrated by school personnel, including a school vendor or volunteer, shall be processed and reviewed according to policy 5:90,

*Abused and Neglected Child Reporting*, in addition to any response required by this policy. The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. At least one of these individuals will be female, and at least one will be male.

**Nondiscrimination Coordinator:**

~~Marni Johnson, Asst. Supt. for Student Services~~

~~Kurt Laakso, Associate Supt. for HR~~

Name

2121 S. Goebbert Rd.

Address

Arlington Hts., IL 60005

Email:

~~[marni.johnson@d214.org](mailto:marni.johnson@d214.org)~~~~[kurt.laakso@d214.org](mailto:kurt.laakso@d214.org)~~

~~847.718.76577647~~

Telephone

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Name

~~2121 S. Goebbert Rd.~~

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~~Arlington Hts., IL 60005~~

~~Email: [kurt.laakso@d214.org](mailto:kurt.laakso@d214.org)~~

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Email: [marni.johnson@d214.org](mailto:marni.johnson@d214.org)

847.718.7657

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.

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

Supervisors, Building Principals, or administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator 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.

The District shall investigate alleged harassment of students when the Nondiscrimination Coordinator or a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

### Alleged Incidents of Sexual Abuse

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 policy 5:90, *Abused and Neglected Child Reporting*, in addition to any response required by this policy.

### 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 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 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.  
105 ILCS 5/10-20.12, 10-22.5, 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), 5:20 (Workplace Harassment Prohibited),  
5:90 (Abused and Neglected Child Reporting), 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 Co-Curricular Activities)

ADOPTED: September 4, 2014

REVISED: June 18, 2015; September 3, 2015; January 18, 2018; March 21, 2019; December  
12, 2019

## Students

### Prevention of and Response to Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by a school district or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This item (4) applies only in cases in which a school administrator or teacher receives a report that bullying through this means has occurred and it does not require a district or school to staff or monitor any nonschool-related activity, function, or program.

#### Definitions from 105 ILCS 5/27-23.7

*Bullying* includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

*Cyberbullying* means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying*



also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

*Restorative measures* means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school.

*School personnel* means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school guidance counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

### Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the following requirements:

1. The District uses the definition of *bullying* as provided in this policy.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator; Building Principal; Assistant Building Principal; Division Head for Student Success, Safety and Wellness; a Complaint Manager; or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted.

#### **Nondiscrimination Coordinator:**

~~Marni Johnson Asst. Kurt Laakso, Associate~~

Supt. for HR

Name

2121 S. Goebbert Rd.

Address

Arlington Hts., IL 60005

Email:

~~marni.johnson@d214.org kurt.laakso@d214.org~~

847.718.76577647

Telephone

**Complaint Manager:**

~~Kurt Laakso~~ Marni Johnson, Asst. Supt. for Student Services

Name

2121 S. Goebbert Rd.  
Arlington Hts., IL 60005

Address

marni.johnson@d214.org kurt.laakso@d214.org

Email

847.718.76577647

Telephone

4. Consistent with federal and State laws and rules governing student privacy rights, the Superintendent or designee shall promptly inform parent(s)/guardian(s) of all students involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
  - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of the incident of bullying was received and taking into consideration additional relevant information received during the course of the investigation about the reported incident of bullying.
  - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
  - c. Notifying the Building Principal or school administrator or designee of the report of the incident of bullying as soon as possible after the report is received.
  - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents and guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Superintendent or designee shall investigate whether a reported act of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.

6. The Superintendent or designee shall use interventions to address bullying, which may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. A student's act of reprisal or retaliation will be treated as *bullying* for purposes of determining any consequences or other appropriate remedial actions.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, knowingly making a

false accusation or providing knowingly false information will be treated as *bullying* for purposes of determining any consequences or other appropriate remedial actions.

9. The District's bullying prevention and response plan must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
11. The Superintendent or designee shall assist the Board with its evaluation and assessment of this policy's outcomes and effectiveness. This process shall include, without limitation:
  - a. The frequency of victimization;
  - b. Student, staff, and family observations of safety at a school;
  - c. Identification of areas of a school where bullying occurs;
  - d. The types of bullying utilized; and
  - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. The Superintendent or designee must post the information developed as a result of the policy evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students.

12. The Superintendent or designee shall fully implement the Board policies, including without limitation, the following:
  - a. 2:260, *Uniform Grievance Procedure*. A student may use this policy to complain about bullying.
  - b. 6:60, *Curriculum Content*. Bullying prevention and character instruction is provided in all grades in accordance with State law.
  - c. 6:65, *Student Social and Emotional Development*. Student social and emotional development is incorporated into the District's educational program as required by State law.
  - d. 6:235, *Access to Electronic Networks*. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
  - e. 7:20, *Harassment of Students Prohibited*. This policy prohibits *any* person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
  - f. 7:185, *Teen Dating Violence Prohibited*. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
  - g. 7:190, *Student Behavior*. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
  - h. 7:315, *Restrictions on Publications; High Schools*. This policy prohibits students from and provides consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic

material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

LEGAL REF.: 405 ILCS 49/, Children’s Mental Health Act.  
105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.  
23 Ill.Admin.Code §§1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Management Program), 7:315 (Restrictions on Publications; High Schools)

ADOPTED: September 4, 2014

REVISED: January 18, 2018; March 21, 2019

ITEM: 2020-036  
DATE: March 19, 2020  
FILE: Education Association

**SUBJECT: Revision of the Education Association Staff Professional Development and Evaluation Program**

**BACKGROUND**

The District 214 Education Association Staff Professional Development and Evaluation Program is an elastic document that can and should be revised periodically to accommodate changes that we agree upon in collaboration with the EA. This winter the Joint Committee approved language updates to the document, and the inclusion of Appendix B: Appeal Process for Summative Rating as well as Appendix D: Alternative Option to a Formal Observation for Tenured Teachers in the Second Year of the Two-Year Cycle.

**ADMINISTRATIVE CONSIDERATION**

The Administration supports these updates and revisions, as they are necessary to keep the document current and relevant, and provides clarity and guidance with respect to performance and improvement.

**RECOMMENDATION**

That the Board of Education authorize language updates and revisions, as well as the addition of Appendix B: Appeal Process for Summative Rating and Appendix D: Alternative Option to a Formal Observation for Tenured Teachers in the Second Year of the Two-Year Cycle to the District 214 Education Association Staff Professional Development and Evaluation Program document.

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**EDUCATION ASSOCIATION STAFF  
INDIVIDUAL PROFESSIONAL DEVELOPMENT  
AND EVALUATION PROGRAM**

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**MARCH 19, 2020  
TOWNSHIP HIGH SCHOOL DISTRICT 214**

**TOWNSHIP HIGH SCHOOL DISTRICT 214**  
**LICENSED EDUCATION ASSOCIATION STAFF INDIVIDUAL**  
**PROFESSIONAL DEVELOPMENT AND EVALUATION PROGRAM**

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**INTRODUCTION**

The Township High School District 214 Licensed **Education Association** Staff Individual Professional Development and Evaluation Program is based on a coaching model designed to enhance performance of all ~~Licensed~~ **Education Association** staff members. A coaching model supports staff members who have different growth needs and learning styles which may require different methods of supervision.

The major purpose of evaluation in District 214 is to promote the professional growth of the staff member. By helping the staff member gain feedback about classroom interactions or other areas of professional performance, he/she can become more effective in promoting student learning. Many people can contribute to a formative evaluation process, including supervisors, peers, students, parents, and the staff members themselves.

A formative evaluation, which focuses on the professional development of staff members, is beneficial as a more specific means for professional growth. The summative evaluation generates information needed for state-required ratings and personnel decisions such as tenure, remediation, and termination, but the focus is on the professional development of each staff member within the district.

The ~~Licensed~~ **Education Association** Staff Individual Professional Development and Evaluation Program is designed to support progress towards the district mission, vision, and goals.



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**PROFESSIONAL DEVELOPMENT/EVALUATION BELIEFS**

The primary concern for school professionals is optimum learning for each student.

Professionals willingly share responsibility for success of the school program.

Evaluation is an ongoing dynamic process which provides useful feedback to the staff member.

Teaching and learning behaviors should be the focus of evaluation.

There are many ways to teach and to learn.

Evaluation is enhanced when professionals being evaluated are well informed about the system being used.

Professionals have positive attitudes toward career-long goals.

An atmosphere of collegiality and collaboration supports positive change and staff member and student growth.

An honest and constructive relationship between a staff member and supervisor is essential to the evaluation.

Documentation is an important part of formal evaluation.

Evaluation is one of the best tools we have for recognizing positive contributions made by staff members.

Evaluation should encourage teaching/student service behaviors that enhance student growth.

The evaluation process provides a focus for continuous professional growth.

**COMPONENTS OF EXPECTED PROFESSIONAL PRACTICE**

Teachers are expected to assume the duties and responsibilities associated with their licensed assignment. The Components of Professional Practice (2001, Educational Testing Service), the work of Charlotte Danielson (*Enhancing Professional Practice: A Framework for Teaching*, 1996, Princeton Educational Associates) (see Appendix A), and the Illinois Professional Teaching Standards (see Appendix B) serve as guides for identifying expectations and standards for professional practice. Additionally, the following components will be included: attendance, promptness in reporting to assigned duties, record keeping, support of district policies and state law, providing a safe environment, etc.

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- I. **The Evaluation Process** - District 214's performance review program is a differentiated model which is designed to meet the professional growth needs of the staff member and to meet the regulations of the Illinois School Code.

School Code

The Illinois School Code stipulates that the following be included in the evaluation:

1. Personal observation of the staff member in the classroom or other professional setting for non-classroom teachers will be made by a qualified district administrator.
2. Consideration of the staff member's attendance, planning, instruction, classroom management, and subject matter competency will be a component of the evaluation.
3. A rating scale of excellent, proficient, needs improvement, or unsatisfactory must be used as part of the summative evaluation rating. As part of the District 214 **Licensed Education Association** Staff Individual Professional Development and Evaluation Program, during the formative observation process a rating scale of excellent, exceeds expectations, needs improvement, or unsatisfactory will be used.

This rating is an overall summary which reflects supporting data from the evaluation process. It is subject to the same confidentiality as the rest of the evaluation instrument.

Excellent - Documented observations reveal overall professional performance related to areas cited in the evaluation instrument which frequently exceeds proficient levels.

Proficient - Documented observations reveal overall an acceptable level of professional performance as related to areas cited in the evaluation instrument.

Needs Improvement - Documented observations reveal that some aspects of professional performance need improvement. A 'Needs Improvement' rating requires immediate attention and remediation as stipulated by the School Code and described later in this document.

Unsatisfactory - Documented observations reveal overall an unacceptable level of professional performance as related to areas cited in the evaluation instrument. An 'Unsatisfactory' rating requires immediate attention and remediation as stipulated by the School Code and described later in this document.

4. A specification of the staff member's strengths and weaknesses with supporting reasons for the comments made must be included.
5. A copy of the staff member's evaluation must be included in the teacher's personnel file. The teacher must receive a copy.

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6. The summative evaluation of tenured teachers must be done every two years. In District 214 the summative evaluation will be scheduled in accordance with the year in which the staff member received tenure. However, joint agreement between supervisor and staff member may change the evaluation cycle for an individual in order to achieve balance in the number of persons to be evaluated in a single division in any given year.

**Formative and Summative Evaluations**

The following list is required as a minimum number of classroom/school observations and evaluations for **probationary (non-tenured) staff members**. (see Appendix C1)

**First Year:** The teacher will set goals in August or early September with his/her immediate supervisor. The teacher will be formally observed a minimum of four (4) times during the year. The division head or director will do three (3) formal observations and the principal, associate principal, or another director will do one (1). A pre-conference and post-conference (see Appendix D) is required for all formal observations. Quarterly formative evaluations (see Appendix E) will be forwarded to the Associate Superintendent for Human Resources within 10 days of completion. In addition, the teacher will be observed by his/her mentor at least once during the year and will also observe his/her mentor. In May, a summative evaluation conference will be conducted in which the teacher's performance for the year will be discussed, including a review of the current goals and the establishment of goals for the next cycle. A formal written summative evaluation will be drafted and shared with the teacher at least one day before the final conference occurs. The final summative evaluation will be signed by the teacher within five (5) school days following the final the conference. A teacher may include a written response to the summative evaluation. The response should be submitted to the supervisor and may be copied to the EA President at the discretion of the EA member.

**Second Year:** A review of the goals established in May of the previous year will occur in August or early September. The teacher will be formally observed a minimum of four (4) times during the year. The division head or director will do three (3) formal observations and the principal, associate principal, or another director will do one (1). A pre-conference and post-conference is required for all formal observations. Quarterly formative evaluations will be forwarded to the Associate Superintendent for Human Resources within 10 days of completion. In addition, the teacher will be observed by his/her mentor at least once and will also observe his/her mentor. By February 1, a summative evaluation conference will be conducted in which the teacher's performance for the year will be discussed. A formal written summative evaluation will be drafted and shared with the teacher at least one day before the final conference occurs. The final summative evaluation will be signed by the teacher within five (5) school days following the final the conference. In May, a review of the goal progress and goals for the next cycle will be completed. The evaluator should make suggestions for improvement to help the teacher develop as a practitioner and a professional. Such suggestions may be used as a basis for subsequent goals and evaluations. A teacher may include a written response to the summative evaluation. The response should be submitted to the supervisor and may be copied to the EA President at the discretion of the EA member.

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**Third Year:** A review of the goals established in May of the previous year will occur in August or early September. A pre-conference and post-conference is required for all formal observations. The teacher will be formally observed by the division head or director three (3) times. The post-observation summary form will be forwarded to the Associate Superintendent for Human Resources within ten (10) days of completion. In addition, the principal will conduct at least one (1) walkthrough observation. The teacher will do at least one (1) peer observation prior to their summative evaluation. By February 1, a summative evaluation conference will be conducted in which the teacher's performance for the year will be discussed. A formal written summative evaluation will be drafted and shared with the teacher at least one day before the final conference occurs. The final summative evaluation will be signed by the teacher within five (5) school days following the final the conference. In May, a review of the goal progress and goals for the next cycle will be completed. The evaluator should make suggestions for improvement to help the teacher develop as a practitioner and a professional. Such suggestions may be used as a basis for subsequent goals and evaluations. A teacher may include a written response to the summative evaluation. The response should be submitted to the supervisor and may be copied to the EA President at the discretion of the EA member.

**Fourth Year:** A review of the goals established in May of the previous year will occur in August or early September. The teacher will be formally observed by the division head a minimum of two (2) times by February 1. A pre-conference and post-conference is required for all formal observations. In addition, the principal will conduct at least one (1) walkthrough observation during the first semester. The teacher will do one peer observation and be observed by a peer once during first semester. The post-observation summary form will be forwarded to the Associate Superintendent for Human Resources within ten (10) days of completion. By February 1, a summative evaluation conference will be conducted in which the teacher's performance since the last summative evaluation will be discussed. A formal written summative evaluation will be drafted and shared with the teacher at least one day before the final conference occurs. The final summative evaluation will be signed by the teacher within five (5) school days following the final the conference. This conference may also recommend certain areas for the teacher to focus on for the rest of the current academic year. In May, a goal conference will introduce the teacher's next evaluation cycle and options for the teacher's goals in the next cycle. A teacher may include a written response to the summative evaluation. The response should be submitted to the supervisor and may be copied to the EA President at the discretion of the EA member.

Tenured status may be recommended to the Board of Education upon successful performance over four years of continuous full-time employment in Township High School District 214. Once achieving tenured status, the employee will be placed on the tenured evaluation cycle.

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Self-reflection and peer observations are a critical aspect of the district's professional growth program. The appointment of mentors and the ongoing professional dialogue between the mentor and teacher is an important part of that growth. The staff member is encouraged to be creative in the development of self-reflection options and use the peer observation opportunities to enhance their instructional skills.

The following list is required as a minimum number of classroom/school context observations and evaluations for tenured staff members over the two-year cycle. (see Appendix C2)

- In year one of the evaluation cycle, a review of the goals established in May of the previous evaluation cycle will occur in August or early September.
- The teacher will be formally observed by the division head or director a minimum of two (2) times and a maximum of four times.
- **Qualifying tenured teaches may participate in an "Alternative Option" in the second year of the evaluation cycle in lieu of a second formal observation (see Appendix for details).**
- **During the two-year cycle** both the principal and the division head, or director and another director, will each conduct at least **one (1)** walkthrough observation.
- There is no limit on walkthroughs or informal observations.
- **For tenured staff participating in the alternative option to the second formal observation, a walk-through in the second year of the evaluation cycle is not required.**

By February 1 of the second year a summative evaluation conference will be conducted in which the teacher's performance will be discussed. A formal written summative evaluation will be drafted and shared with the teacher at least one day before the final conference occurs. The final summative evaluation will be signed by the teacher within five (5) school days following the final the conference. A teacher may include a written response to the summative evaluation. The response should be submitted to the supervisor and may be copied to the EA President at the discretion of the EA member.

In May, a review of the goals and the establishment of goals for the next cycle will be completed.

People who are under the supervision of more than one person during the cycle because of a change in building, division, supervisor, or job status will be evaluated by the supervisor in the second year of the cycle. The final evaluation will consider and include the portions of the process completed by other supervisors.

The evaluation of commuters and teachers who are in more than one division and/or are concurrently supervised by more than one administrator will be evaluated by the administrator who oversees the majority of their assignment. The summative evaluation will include information from all aspects of their assignment and input from all of their supervisors.

The evaluation of teachers who transfer in the middle of their evaluation cycle will be evaluated by their division head/supervisor at their current assignment. The summative evaluation will include input from their previous division head/supervisor.

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The evaluation of part-time teachers with an assignment between 0.1 – 0.9 FTE will include the following four components: **a goals conference, one walk-through, one formal observation (with pre- and post-conferences), and a summative evaluation.** Any formal observation will be preceded by a pre-observation conference and followed by a post-observation conference. Each year, the principalship will conduct at least one walkthrough observation before April. In May, a summative evaluation conference will be held in which the teacher's performance will be discussed, including a review of goal progress. A formal written summative evaluation will be drafted and shared with the teacher at least one day before the final conference occurs. The final summative evaluation will be signed by the teacher within five (5) school days following the final the conference. A teacher may include a written response to the summative evaluation. The response should be submitted to the supervisor and may be copied to the EA President at the discretion of the EA member.

If the time frame of each part of this program is not met by the administrators, teachers will be given a minimum summative rating of proficient.

## **II. Components of the Performance Review**

### **A. Goal Setting (see Appendix G)**

The purpose of goal setting is to establish a focus for the improvement of performance and articulate areas of contribution to the division, building, and district goals.

The goals of the district, building, and the division will be clearly articulated before the goal setting cycle. The individual's goals will be measurable goals that reflect student outcomes.

Goals should be

- the shared responsibility of the staff member and supervisor;
- linked to the recommendations made in the previous performance review;
- linked to the needs of students;
- mutually agreed upon by the staff member and supervisor;
- workable and realistic;
- attainable, but beyond present performance level;
- measurable, but not trivial;

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- designed to help the staff member develop specific skills;
- linked to district and building goals; and
- checked regularly.

Steps in the Goal Setting Process

Each teacher will work collaboratively with his/her evaluator to write two mutually agreed upon goals, related to the division, school, or district goals, which will contribute to the division and building reaching their goals.

At least one of the goals must focus on a pedagogical technique. It will be a technique that was identified in a past evaluation, in an observation, through self-recognition of the teacher, or through discussion between the supervisor and the teacher. Examples might include questioning techniques, assessment creation and implementation, organizational elements, classroom management, cooperative learning facilitation, or individual interventions. The pedagogical goal will be mutually agreed upon.

A second goal may be pedagogical or product oriented and will also be mutually agreed upon.

A tenured teacher may include a third goal at his/her discretion.

All goals will be specifically explained and described on the attached forms. The explanation will include at least the following:

1. A clear description of the goal
2. An explanation of how the goal will specifically contribute to the division, school, or district attaining its goal
3. Specific steps that will be taken to develop the skills needed to perform the pedagogical technique or produce the product
4. Indicators that will show progress toward the desired outcome.
5. Specific components of the Danielson Rubric that will apply to each goal.

All goals may be adjusted and modified as collaboratively determined by the teacher and administrator as progress is made during the evaluation cycle.

The process will be as follows:

- The staff member and supervisor will meet to discuss potential goals for the following school year.
- Prior to the goal meeting the teacher will complete the ‘Goal Development Form’ for at least two goals.
- The supervisor will meet with the teacher and collaboratively complete the ‘Professional Goal’ form for each of the goals.
- Any concern noted in the previous evaluation may, at the administrator’s discretion, be included as part of one of the goals for the following professional development and evaluation cycle.
- The supervisor and staff member will monitor and review progress periodically.



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**B. Goal Resolution Process When in Disagreement**

If, after extensive efforts, the administrator and teacher are unable to reach a mutually acceptable goal(s), the following process should be used:

- Both the teacher and administrator will independently complete a Goal Disagreement Facilitation Form (see Appendix H) and forward it to the ~~API or Director (The Academy at Forest View or Vanguard)~~ **Associate Principal** in their building. The document will include the following information:
  - The critical attributes of the disagreement from their respective perspectives;
  - State his/her position and the reasons;
  - State what is not acceptable about the other person's position;
- Two facilitators, an API and EA mediator, will be assigned to the disagreement.
- The ~~API/Director~~ will forward completed copies of the Goal Disagreement Facilitation Form to the disagreeing parties and mediators prior to the scheduled mediation meeting.
- The facilitators will meet with the teacher and administrator in an effort to resolve the disagreement.

In the event the supervisor and the teacher are unable to reach two mutually agreed upon goals, a meeting will be held with the teacher, their supervisor, the associate principal for instruction or equivalent, and a building Education Association representative to discuss the potential goals. Every effort should be made at that meeting to reach two mutually agreed upon goals. However, if at the conclusion of that meeting resolution is not reached on two mutually agreed upon goals, a third goal will be added for the professional development and evaluation cycle.

**C. Sources of Information**

The general purpose of data collection and feedback is to generate information which will be useful to staff members and their supervisors in reviewing progress toward staff member goals, student learning outcomes, and student personal growth. Sources of data and feedback should be determined jointly by the staff member, supervisor, and any other person who will be collecting data. The Components of Professional Practice (2001, Educational Testing Service) and the work of Charlotte Danielson (*Enhancing Professional Practice: A Framework for Teaching*, 1996, Princeton Educational Associates), and the Illinois Professional Teaching Standards serve as a guide for identifying expectations for professional practice. Pertinent information from the various sources will be considered and reflected in the summative evaluation process.

Several possible sources of information are illustrated below:

1. **Observation** - Observation is most effective when it is focused on specific goals, behaviors, etc. The specific focus of the observation should be agreed upon by staff members and by their supervisors during the pre-observation conference.



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2. Portfolios – An individual portfolio could be a valuable source of information for a staff member and supervisor. The staff member should choose items for inclusion in the portfolio that are consistent with his/her goals. The staff member should share the portfolio with his/her supervisor. A portfolio might include the following:

Assessments	Worksheets
Lesson Plans	Written Communications
Student Work	Student Outcomes
Video recordings of teacher/student performance	

3. **Peer Observation and/or Peer Coaching** - Peer observation involves a colleague observing colleagues in an effort to improve his/her own teaching. The number and nature of observations should be discussed with the supervisor. The observations may focus on either curriculum or teaching style, but will be most useful if they have a specific focus and are determined in advance.

The person being observed will complete the Lesson Plan/Activity form (see Appendix I1) either before a pre-observation meeting as the lesson is planned or at the pre-observation meeting. The lesson plan can be designed to be shared in a different format.

The teacher and observer will then meet and complete the Pre-Observation Conference Instrument (see Appendix I2). Portions of this form are duplicates of the Lesson Plan and do not need to be completed twice. The teacher should clearly define the purpose of the observation. It may be specific (with a particular purpose, questions, or focus specified by the person being observed) or more open-ended. This should be specified on the form. The pre-observation conference should also address expectations of the observer (where to sit, acceptability of interacting with students, participating in class, length of visit, specific areas of focus).

During the observation, the observer should take general notes, as well as specific notes on the purpose defined earlier. The Peer Observation Instrument (see Appendix I3) may be used to record notes.

After the observation the person who was observed must complete the Self-Reflection Instrument (see Appendix I4). This will allow the teacher to formalize his/her thoughts and impressions that will make the feedback from the observer valuable.

A Post-Observation conference will then take place (see Appendix I5). The post-observation conference engages the observer and the teacher in a helpful, non-judgmental discussion about the instruction and the students' learning. The conference should take place as soon as possible after the observation, but not until both peers have completed their reflection activities. **The observer should take the lead in initiating the discussion at each step during the conference.** The following discussion items are suggested, in order for the conference to be of maximum benefit to the instructor.

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1. The observer asks the teacher to discuss the two teaching **strengths** that the teacher identified on the *Self-Reflection Instrument*.
2. The observer then discusses two instructional strengths of the teacher that the observer identified, referring to the observation notes and the annotations on the *Observation Instrument*.
3. The observer asks the teacher to discuss the aspect of teaching that the instructor identified for further development.
4. The observer then discusses the aspect of teaching that the observer identified as possible consideration for further development.
5. The observer asks the teacher to discuss the aspect of teaching that was a focus for the observation.
6. The observer gives feedback to the teacher on the aspect of teaching that was selected as a focus for the observation.
7. The observer asks the teacher to comment on the students' achievement of the learning objectives and asks whether or not the teacher would make any changes the next time that he/she taught the lesson.
8. The observer and the teacher take turns sharing something valuable that they learned through engaging in the peer observation process.

The forms are to be used to guide planning and discussion of the lesson and should be shared between participants.

4. **Student Feedback** – In order to capture authentic student feedback, **certified education association** staff members may use the Student Feedback Forms (see Appendix J1-4) as part of their Individual Professional Development Program. These feedback forms allow for several consistent questions, but also provide an opportunity for a **certified education association** staff member and their supervisor to mutually agree upon additional questions related to a staff member's goals. The completed feedback forms will only be seen by the staff member to help guide and support their individual professional development. The evaluator should note for the record that the feedback forms were distributed and collected and when that occurred.
5. **Walkthroughs** – Administrative walkthroughs will enable administrators to view a portion of a teacher's classroom or office and see interactions with students. Walkthroughs consist first of a 10-15 minute classroom visit. Administrators record what they see teachers and students doing and saying on the District 214 Classroom Walkthrough Form (see Appendix K). A walkthrough is a snapshot in time, while many aspects of teaching and learning may be present in that time frame, many others will not. As a result, administrators will not comment on what they don't see. In some cases this form may be in paper format, in other cases the form will be completed electronically on a computer, smartphone or tablet.

The second component of any walkthrough is effective communication. Upon completing a walkthrough, administrators will record the data via paper, computer, smartphone or tablet, and promptly communicate the data as well as any comments the administrator chooses to include with the teacher.

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6. **Self-Evaluation** – Self-reflection is included as a part of observations and goal attainment assessment. The District’s Department of Professional Learning will also maintain a file of self-evaluation instruments that can be used by staff members to compare their self-perceptions with the perceptions of students, peers, and/or supervisors.

This process will include the teacher’s completion of the Danielson Rubric (see Appendix A). The teacher will specifically examine the aspects that were identified as applying to the established goals. The teacher will also specifically examine the aspects that the supervisor has identified as important for professional growth.

These self-reflections will be shared with the evaluator who will make comments that include:

- Positive aspects pointed out specifically by teacher;
- Positive aspects not identified, but made apparent from the self-reflection;
- Evaluator observations on other applicable professional skills and abilities not identified in the self-reflection.

The self-reflection will focus on the domain and component of the Danielson Rubric that the goal applies to (as specified in the goal). The applicable Elements of the Domain and Component number(s) of the Rubric will be indicated on the self-reflection sheet and the teacher will assess where they are on the rubric. (see Appendix L)

7. **Annual Professional Data Record** – Staff member will record all accomplishments and when they occurred since the last evaluation. The staff member’s comments should serve to clarify and to give specific meaning to each item. (see Appendix M)

The following categories can serve as a guide:

- Contributions to school and district beyond regular assignment (committees, co-curricular, etc.);
- Academic preparation (degrees earned, academic courses, workshops, etc.);
- Professional contributions;
- Evidence of additional study or research (publication, books, etc.);
- Non-academic experiences (work experience, travel, youth & community activities, politics, etc.);
- Awards and recognitions.

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**III. Summative Evaluation Rating**

**Danielson Domain Rating Parameters for Observations Leading Up to the Summative**

- Distinguished – No Unsatisfactory or Basic; Majority of Domain must be Distinguished
- Exceeds Expectations – No Unsatisfactory; Majority of Domain must be Exceeds Expectations or Distinguished
- Basic – No more than one Unsatisfactory
- Unsatisfactory – More than one Unsatisfactory

**Danielson Domain Rating Parameters for the Summative Evaluation**

- Excellent – Distinguished rating in at least three of the Domains, with the remaining Domain rated as Exceeds Expectations
- Proficient – No more than one Domain rated Basic, with the remaining Domains rated at Exceeds Expectations or Distinguished; No Domain rated as Unsatisfactory
- Needs Improvement – More than one Domain rated Basic, with the remaining Domains rated as Exceeds Expectations or Distinguished
- Unsatisfactory – Any Domain rated Unsatisfactory

**Use of Student Performance Data in the Summative Evaluation**

The Performance Evaluation Reform Act of 2010 requires that student-performance data constitute a significant portion of every licensed education association staff member's evaluation. THSD 214 believes in the use of multiple student-performance indicators to comply with this legislation, which are as follows:

- a. The overall percentage of students who graduate within five years—computed by dividing the number of graduates by the number in the graduating class who entered as freshmen, adjusted for the transfers into and out of the school and those students whose IEPs require that they remain in high school beyond five years. (This measure counts as a Type-3 Assessment and is measured five-year graduation.)
- b. The number of AP/Dual-Credit Courses completed annually.
- c. The number of Industry Credentials completed annually.
- d. Number of Advanced Placement tests per 100 students who score a 3 or higher in the school.
- e. Percentage of graduates passing at least one AP exam.
- f. Composite student growth from PSAT to SAT for all students.\*
- g. Composite student growth from PSAT to SAT for Hispanic students.\*
- h. Composite student growth from PSAT to SAT for students on an IEP.\*
- i. Composite student growth from PSAT to SAT for at-risk students.\*
- j. Composite student growth from PSAT to SAT for low-income students.\*

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For all the student-performance data indicators above, a building’s two-year rolling historical cohort growth will be measured against a building-wide five-year rolling historical cohort average growth. Likewise, any sub-group’s growth will be measured against a sub-group’s five-year rolling historical cohort average growth. **Until five years of PSAT to SAT cohort data has been received, the percent of students who meet or exceed nationally normed, single-year, average growth for at least one subtest (EBRW or Math) will equal or exceed the state average.**

In order for a staff member to be eligible to receive the top rating of “Excellent” on the summative evaluation, the two-year rolling historical cohort average growth of at least three of the aforementioned student-performance indicators in that staff member’s building must meet or exceed the five-year rolling historical cohort average growth or meet a building-specific safe-harbor threshold established and reviewed annually by the Joint Committee—consisting of the EA President and Vice President, the Superintendent, and the Associate Superintendent for Human Resources. The Joint Committee will meet to set thresholds each year by November 1. The District 214 Department of Research and Evaluation will provide analysis as needed to inform the determinations of the Joint Committee. If a building attains at least three of the student-performance indicators listed above, the lowest rating a **certified education association** staff member could receive would be a “Needs Improvement.” An exception to the aforementioned eligibility parameters may be made for any staff member who commits an egregious act or a staff member who is on a remediation plan where the details of that remediation plan would take precedence. For EA staff working at Forest View Educational Center, but not at The Academy, Vanguard, or Newcomer Center, district-wide data will be used in the evaluation process.

The Joint Committee will meet annually to review the multiple sources of student-performance data to ensure that the indicators are reflective of our students’ overall academic progress. In the event that the Joint Committee determines that the multiple sources of student data are not sufficiently reflective of our students’ overall academic progress, the Education Association and the Administration agree to negotiate in good faith to identify new student-performance indicators that are reflective of our students’ progress.

A summative evaluation will include a rating (Excellent, Proficient, Needs Improvement, or Unsatisfactory) based on the Danielson Rubric. The summative evaluation will include an assessment of performance as rated in each of Danielson’s four domains, as well as a summary of general areas of strength and opportunities for further development.

If a summative evaluation of “Needs Improvement” or “Unsatisfactory” is given, separate narratives must be written and signed by two administrators.

The EA and the Administration have also identified multiple sources of student data for **alternative specialized** programs (The Academy at Forest View, CLS, Vanguard, Newcomer Center) that are measurable, quantifiable, and attainable in order to comply with the Performance Evaluation Reform Act of 2010. These “**Alternative Specialized School Performance Data Metrics**” are delineated in Appendix **B C**.

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**Summative Evaluation Rating for Commuting and Transfer Teachers**

Teachers who transfer in the middle of their evaluation cycle will have the growth data from their two assignments averaged to be compared to the average growth of the two sites to assist in determining their rating.

Commuting teachers' growth data will reflect student growth on a percentage basis of each building to which they are assigned to be compared to the pro-rated average growth of the two sites to assist in determining their rating.

District growth data will be used in cases where EA members are not assigned to a specific school/program.

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**IV. Remediation Plan**

In the event an evaluator intends to issue a 'Needs Improvement' or 'Unsatisfactory' rating, the Principal or Director will participate in the evaluation meeting with the staff member when that rating is issued.

What follows are the School Code requirements regarding a staff member receiving either a 'Needs Improvement' or 'Unsatisfactory' rating (Performance Evaluation Reform Act of 2010 – Public Act 096-0861):

- Any ~~certified~~ **education association** staff member who receives a rating of 'Needs Improvement' or 'Unsatisfactory' must be evaluated at least once in the following school year.
- Within 30 school days after receiving an evaluation with a rating of 'Needs Improvement', the evaluator, in consultation with the teacher and a union representative (if accepted, when offered), must create an improvement plan directed to the areas that need improvement. The plan should take into account the teacher's ongoing professional responsibilities, and must include supports that the district will provide to assist the staff member addressing the areas identified as needing improvement.
- Within 30 days after receiving an evaluation with a rating of 'Unsatisfactory', the evaluator will develop a remediation plan designed to correct deficiencies cited, provided the deficiencies are deemed remediable. ~~Certified~~ **Education Association** staff members shall have 90 school days of remediation. Following the remediation period, the evaluator will issue another evaluation within 10 days.
- During the remediation period, a 'Consulting Teacher' will work with the staff member on the remediation plan. A 'Consulting Teacher' is defined in School Code as someone who is an educational employee as defined in the Educational Labor Relations Act, has at least five years of teaching experience, and a reasonable familiarity with the assignment of the teacher being evaluated, and who received an 'Excellent' rating on his/her most recent evaluation. Where no teachers who meet these criteria are available within the district, the district shall request and the State Board of Education shall supply an individual who meets these criteria.
- During the remediation period, there will be a mid-point and final evaluation. Each evaluation shall assess the staff member's performance during the time period since the prior evaluation. The final evaluation shall also include an overall evaluation of the staff member's performance during the remediation period. A written copy of the evaluations and ratings, in which any deficiencies in performance and recommendations for correction are identified, shall be provided to and discussed with the staff member within 10 school days after the date of the evaluation.
- The 'Consulting Teacher' shall provide advice to the staff member rated 'Unsatisfactory' on how to improve teaching skills and to successfully complete the remediation plan. The 'Consulting Teacher' shall participate in the development of the remediation plan, but the final decision as to the evaluation is solely the evaluator's. Evaluations at the conclusion of the remediation process shall be separate and distinct from the required annual evaluations of staff and shall not be subject to the guidelines and procedures relating to those annual evaluations.



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- A staff member will be reinstated to the regular evaluation schedule if he/she achieves a rating of 'Proficient' or 'Excellent' in the school year following a rating of 'Needs Improvement' or 'Unsatisfactory'. A staff member who fails to complete an applicable remediation plan with a rating equal to a 'Satisfactory', 'Proficient', or 'Excellent' shall be subject to dismissal in accordance with Section 24-12 or 34-85 of the School Code.
- Nothing in this document shall be construed as preventing immediate dismissal of a teacher for deficiencies which are deemed irremediable or for actions which are injurious to endanger the health or person of students in the classroom or school, or preventing the dismissal or non-renewal of teachers not in contractual continued service for any reason not prohibited by applicable employment, labor, and civil rights laws.

**V. Monitoring the use of the Professional Development and Evaluation Program**

- During the 2013-2014 School year a review of the data will occur. If the State of Illinois produces a model of data usage, the analysis will include data from this model. The Administration and Education Association will contract with Northern Illinois University's Office of Research, Evaluation, and Policy Studies (REPS) after the 2013-2014 school year to analyze the proposed 6 data sets and report to the district Administration and the Education Association. The group will look at the validity of the data usage to monitor student success so that the district administration and the Education Association can make revisions to the Evaluation Program if necessary.
- An electronic record keeping process will be developed to monitor the completion of each part of this plan by administrators and teachers. This electronic record will be reviewed each year by the administration and the Education Association. If the record shows that the Evaluation Program is not manageable or if the Program is not feasible, the administration and Education Association will meet to make revisions.
- In the fall of each year the District Superintendent and Associate Superintendent of Human Resources and the President, Vice President, and Chair of the Welfare and Ethics Committee of the Education Association will review the number of each rating for each school and for each division in the school. This data will not be published or seen by others. The administration will work together to review the data.
- In the fall of each year the Associate Superintendent of Human Resources will compile the number of teacher responses, as well as the tenor (positive or negative about the process) for each school and for each division in the school. The District Superintendent and Associate Superintendent of Human Resources and the President, Vice President, and Chair of the Welfare and Ethics Committee of the Education Association will work together to review the data. This data will not be published or seen by others.



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**APPENDIX A**

**PROTOCOLS FOR CONTESTING AN OBSERVATION**

*Approved by the Evaluation Process Review Committee and the SLT  
June 2016*

The following steps delineate the approved course of action for a staff member to follow to contest a **formal observation** (note: not the summative evaluation\*). The goal of this process is to achieve a common and informed understanding of how the staff member is performing, relative to the Danielson rubric.

*\*If a staff member objects to his/her **summative evaluation**, then the individual can submit a written response that will be appended to the evaluation and included in his/her personnel file.*

- **Step 1:**  
Wait three days. During this time,
  - Reread observation.
  - Reflect on observation and identify evidence that you question or disagree with. Write a reflection incorporating your points of contention.
  - Review evidence within the context of the Danielson rubric.
  
- **Step 2:** Make an appointment with administrator who observed you to discuss concerns.
  - Discuss points of disagreement.Upload the documentation of the discussion to the evaluation management system reflecting the concerns and conclusions of the conversation.  
If teacher is **satisfied**, process is complete.  
If teacher is **not satisfied**, proceed to step 3.
  
- **Step 3:** If teacher is still not satisfied, teacher can gather feedback, information, or support from one of the following sources to inform reflection and seek guidance on areas being contested:
  - Instructional Coach/ITF
  - Evaluation Process Review Committee member
  - Certified Evaluators (EA members)Upload the documentation of the discussion to the evaluation management system reflecting the concerns and conclusions of the conversation.  
After steps one through three have been completed, a teacher may request an additional formal observation. The direct supervisor will comply with the request. The purpose of the requested observation is to gather additional information for both the supervisor and teacher; it is not meant to replace the contested observation.  
If teacher and administrator are **satisfied**, process is complete.  
If teacher and administrator are **not satisfied** following the additional observation, then proceed to step 4.

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**Step 4:** Teacher contacts and meets with the API or Principal to discuss concerns about the observations after teacher has completed steps 1-3.

If teacher and administrator are **satisfied**, process is complete.

If teacher and administrator are **not satisfied** after completing steps 1-4, then the teacher will create a document that outlines the remaining contested areas of observation. The document will be uploaded to the evaluation management system and attached to the contested observation.

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**APPENDIX B**

**Appeal Process for Summative Rating**

**Purpose.** The purpose of this Article is to identify systems and protocols to be followed should an EA member appeal a formal summative rating consisting of either “Needs Improvement” or “Unsatisfactory”.

**Makeup.** The Appeals Panel shall consist of six (6) members selected from the Evaluation Process and Review Committee, consisting of three (3) administrators and three (3) EA members. Each building shall rotate in providing members to serve on the committee. Six (6) Alternate Members, consisting of three (3) administrators and three (3) EA members, shall be on retainer should conflicts of interest arise among serving Panel members. Additionally, if the Appeals Panel is deadlocked, the appeal is forwarded to the Joint Committee.

2020-21: EA from BGHS, EGHS & JHHS. Admin from WHS & RMHS & PHS

2021-22: EA from WHS, RMHS & PHS. Admin from BGHS, EGHS & JHHS

2022-23: EA from BGHS, EGHS & JHHS. Admin from WHS & RMHS & PHS

And so on....

The President of the EA and the Associate Superintendent for Human Resources are precluded from participating on the panel.

**Conflict of Interest.** In the event that a conflict of interest arises, (for example, a Panel member should not serve if the appeal has been generated from a building in which s/he works), Panel members shall be temporarily relieved of duties by Alternate Members.

**Panel Qualifications.** Members and Alternate Members of the Appeals Panel shall be qualified, per ILCS 5/24A, in **one** of the following ways:

- Completed all five Growth Through Learning (GTL) modules, prior to January 1, 2019, **or**
- Completed Administrator Academy AA2001 on or after January 1, 2019.

**Protocols and Procedures.** The initiation date refers to the date of issuance of an “Unsatisfactory” or “Needs Improvement” rating. Note: an appeals process does not delay the commencement of a remediation plan.

1. The teacher has a ten-day period from initiation date to draft, in writing, a formal appeal for review by the Appeals Panel
  - Describing the aspects of the evaluation under appeal
  - Describing why these aspects reflect inaccuracies in the rating

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- Including supporting evidence and documentation
- 2. The teacher may request a meeting during which the teacher may address the Appeals Panel directly
- 3. The panel may request an additional observation. The additional observation shall be conducted by a Panel member (or another individual chosen by the Appeals Panel) and shall be added to the body of supporting evidence and documentation.
- 4. The Appeals Panel reviews appeal, documents the outcome of the appeal and issues a decision, in writing, in a timely manner. If the appeal is rejected, the remediation process continues.
- 5. If the appeal is approved, the rating is modified and any remediation processes underway cease.

**Program Compliance.** In order to ensure openness, fairness, and compliance, the District shall provide for substitute teacher costs for EA members participating in the appeals process, including, but not limited to, the teacher appealing and the members of the Appeals Panel. The district shall cover the expenses for Evaluator training for all EA members on the Evaluation Process and Review Committee in order that they may qualify to participate on the panel.

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**APPENDIX C**

**SPECIALIZED SCHOOLS PERFORMANCE DATA METRICS**

*Approved by the Joint Committee  
October 5, 2016*

The Performance Evaluation Reform Act of 2010 requires that student performance data constitute a significant portion of every licensed education association staff member's evaluation. THSD 214 believes in the use of multiple student performance indicators to comply with this legislation, which is as follows for each of the District's alternative specialized programs:

**Vanguard**

- a. The overall percentage of students attending Vanguard for a year or more who graduate within five years of entering the District as a Freshman.
- b. The number of AP/Dual Credit courses completed annually.
- c. The number of Industry Credentials completed annually.
- d. Percentage of graduates passing at least one AP exam.
- e. The number of credits acquired per student annually.
- f. Composite student growth from PSAT to SAT for all district students.
- g. Composite student growth from PSAT to SAT for all Hispanic students in the District.
- h. Composite student growth from PSAT to SAT for all At-Risk students in the District.
- i. Composite student growth from PSAT to SAT for all low-income students in the District.

**The Academy at Forest View**

- a. The overall percentage of students attending The Academy for a year or more who graduate within five years of entering the District as a Freshman.
- b. The number of AP/Dual Credit courses completed annually.
- c. The number of Industry Credentials completed annually.
- d. Percentage of graduates passing at least one AP exam.
- e. The number of credits acquired per student annually.
- f. Composite student growth from PSAT to SAT for all district students.
- g. Composite student growth from PSAT to SAT for all Hispanic students in the District.
- h. Composite student growth from PSAT to SAT for all At-Risk students in the District.
- i. Composite student growth from PSAT to SAT for all low-income students in the District.
- j. Transition Plan Progress from entering the program until Graduation or the student exits the program.

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**CLS/Transition Program**

- a. The number of credits acquired per student annually.
- b. Composite student growth from **PSAT to SAT** for all district students.
- c. Composite student growth from **PSAT to SAT** for all Hispanic students in the District.
- d. Composite student growth from **PSAT to SAT** for all At-Risk students in the District.
- e. Composite student growth from **PSAT to SAT** for all low-income students in the District.
- f. Transition Plan progress from entering the program until Graduation or the student exits the program.
- g. Student performance data from locally designed Life Skills assessments performed quarterly.

**Newcomer**

- a. The number of credits acquired per student per semester.
- b. Lexile score growth from entering the program until exiting the program.
- c. ALEKS score growth from entering the program until exiting the program.
- d. WAPT to ACCESS score growth from entering the program until exiting the program.
- e. Student performance data from locally designed oral end of year assessment.
- f. Student performance data from locally designed written end of year assessment.

In order for an **alternative specialized** program to use one of the composite student growth metrics above, the respective **alternative specialized** program must have at least ten students in that specific student group.

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**APPENDIX D**

**ALTERNATIVE OPTION TO A FORMAL OBSERVATION  
FOR TENURED TEACHERS IN THE SECOND YEAR OF THE TWO-YEAR CYCLE**

*Approved by the Joint Committee May, 2019*

**Alternatives to a Formal Observation for Tenured Staff**

**Purpose** - To provide an *optional* opportunity to empower tenured staff, in partnership with administration, to reflect and improve upon their practice in order to support student growth.

**Alternative Opportunities for Tenured Staff:**

- Instructional Coaching Cycle
- National Board Certification or Renewal Process
- Action Research
- Four Walkthroughs (with a single culminating post-conference)
- Facilitated Peer Groups

**Guidelines for Participation:**

- Tenured Staff who have received a Proficient or Distinguished rating for their last evaluation cycle
- Chosen option should be mutually agreed upon by EA member and supervisor
- Observation alternative takes place during Summative year of the evaluation cycle
- Chosen option should promote professional growth, connect to instructional practice, and link to goals
- This alternative professional growth experience will replace the formal observation in the staff member's summative year, but this experience will not be factored into the summative rating.

**Timeline for Summative Year / Alternative Observation Option:**

**August - September:**

Tenured staff members and evaluator mutually agree upon an alternative observation (optional).

**September 30:**

**Deadline for submitting the Observation Alternative Plan Form**

**August/September - December 15:**

Staff members participate in alternative observation.

**October 31:**

Deadline for staff to notify admin if they are unable to participate in the observation alternative and would like to schedule a formal observation instead.

**December 15 - February 1:**

Staff member completes reflection and meets with evaluator.

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### **Instructional Coaching Cycle**

#### **Brief Summary**

Tenured staff member will meet with a building TLF to discuss an area of growth he or she would like to see from a particular group of students/class. The TLF will film the staff member's class. After viewing the film, the staff member will meet with the TLF to create a student-centered goal to work on for 4-6 weeks and a plan for helping students meet that goal. During this period, the staff member is welcome (but not required) to meet with the TLF as they are working to improve their practice. At the conclusion of the 4-6 week period, the staff member will meet with the TLF to reflect on the experience.

#### **Time Requirements**

4-6 Weeks

Required Sessions:

- Initial planning meeting with TLF
- One classroom period of filming
- Student-centered goal-setting meeting with the TLF
- Final reflection meeting with the TLF

#### **Required Participants**

Tenured staff member, building TLF

#### **Additional Requirements**

Staff members will complete the Observation Alternative Reflection form, as well as share their learning via PLC structures, before school meetings, blogs, etc.



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**National Board Certification and Renewal Process**

**Brief Summary**

Tenured staff members undergoing National Board Certification and renewal may claim this as their alternative to an observation during a single year that they are working toward it. The certification process requires that staff demonstrate standards-based evidence of the positive effect they have on student learning in alignment with the Five Core Propositions. They must exhibit a deep understanding of their students, content knowledge, use of data and assessments and teaching practice. They must also show that they participate in learning communities and provide evidence of ongoing reflection and continuous learning.

**Time Requirements**

- Based on individual staff member's pacing.\*

*\*National Board Certification Information from EA Cumulative Agreement 2019-2024:*  
District will allow two (2) days per year of professional development leave for teacher enrolled in the program for work directly related to the completion of the requirements necessary to successfully complete the program.

**Required Participants**

Tenured staff member, director of District 214's teacher-mentor program

**Additional Requirements**

Staff members will complete the Observation Alternative Reflection form, as well as share their learning via PLC structures, before school meetings, blogs, etc.

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**Action Research**

**Brief Summary**

Tenured staff members may choose to complete an action research project. The research problem would address a practical problem, issue, or challenge in the school or classroom. It is a reflective process that helps staff explore and examine aspects of teaching and learning and to take action to change and improve.

The action research project would include the following components:

1. Identify a classroom problem, issue, or challenge
2. Define the problem including context of research including the school, classroom, population, or cultural contexts that apply.
3. Identify methods and plan (analysis of probable causes and formulation of Action hypotheses)
4. Implement Action based on hypotheses
5. Collect and analyze data
6. Communication of findings to others and how practice is changed or improved

**Time Requirements**

1st semester of summative year

**Required Participants**

Tenured staff member(s)

**Additional Requirements**

Staff members will complete the Observation Alternative Reflection form, as well as share their learning via PLC structures, before school meetings, blogs, etc.

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**4 Walkthroughs with One Post Conference**

**Brief Summary**

Tenured staff member may choose to have their evaluator conduct four walkthroughs of 10-15 minutes at any time during 1st semester of their summative year. Walkthroughs will be recorded in SFS and a brief post-conference discussing strengths and areas for growth in instructional practices will be conducted after all four walkthroughs have been completed.

**Time Requirements**

Four 10-15 minute walkthroughs  
One brief post-conference

**Required Participants**

Tenured staff member & evaluator

**Additional Requirements**

Staff members will complete the Observation Alternative Reflection form, as well as share their learning via PLC structures, before school meetings, blogs, etc.

**TOWNSHIP HIGH SCHOOL DISTRICT 214**  
**LICENSED EDUCATION ASSOCIATION STAFF INDIVIDUAL**  
**PROFESSIONAL DEVELOPMENT AND EVALUATION PROGRAM**

**Facilitated Peer Group**

**Brief Summary**

Tenured staff members may select to participate in a facilitated group that focuses on a common goal(s) related to instructional practice:

- Peer Observation Group - facilitated by a tenured EA member
- Peer Facilitated Cohort (ie. EL Cohort, Blended Cohort, AP Cohort, Dual Credit Cohort, Special Ed Cohort, Career Stage Cohort, etc) - facilitated by a tenured EA member
- Peer Book Study - facilitated by a tenured EA member

**Time Requirements**

- Minimum of six weeks
- Minimum of six sessions

**Required Participants**

Minimum of 5 participants, including the facilitator

**Additional Requirements**

Staff members will complete the Observation Alternative Reflection form, as well as share their learning via PLC structures, before school meetings, blogs, etc.

**TOWNSHIP HIGH SCHOOL DISTRICT 214  
LICENSED EDUCATION ASSOCIATION STAFF INDIVIDUAL  
PROFESSIONAL DEVELOPMENT AND EVALUATION PROGRAM**

**Observation Alternative Plan Form- Linked in SFS (Due September 30th)**

**Tenured EA Member:**

**Supervisor:**

**Name of Alternative Option:**

**Rationale**

- How will this contribute to your own professional growth?
  
- How will this improve your professional/instructional practice?

**Participants**

- List all the people that you will work with, including, if applicable, your TLF:

**Dates/Time Frame**

- List the possible dates you will meet with other participants and the anticipated time frame for completing your work:

**Share-out**

- Explain how you will share what you've learned at the conclusion of this process (via PLCs, before school meetings, blogs, etc.):

**TOWNSHIP HIGH SCHOOL DISTRICT 214  
LICENSED EDUCATION ASSOCIATION STAFF INDIVIDUAL  
PROFESSIONAL DEVELOPMENT AND EVALUATION PROGRAM**

**Observation Alternative Reflection Form - Linked in SFS (Due by Summative Conference)**

*Please reflect in writing and schedule a conference with your evaluator.*

Now that you have completed your observation alternative, please reflect on the process and consider:

- Describe a highlight from this experience.
  
- What did you learn from this experience?
  
- How did this alternative observation improve your professional/instructional practice for students and/or colleagues?

ITEM: 2020-037  
DATE: March 19, 2020  
FILE: Intergovernmental Agreement

Subject: Easement Agreement with the Village of Wheeling

**BACKGROUND INFORMATION:**

On November 30, 1989, the District acquired a parcel of property west of Wheeling High School on Hintz Road for water detention purposes. The Village of Wheeling has recently requested to regrade and locate a storm sewer pipe system within the boundaries of this parcel to allow for improved storm water flow and increased water retention capacity.

**ADMINISTRATIVE CONSIDERATIONS:**

A permanent easement is required for the purposes of the site regrading and construction. In return for the permanent granting of the easement, the Village of Wheeling will maintain this parcel in perpetuity including grass cutting, tree and shrub pruning and other landscape maintenance activities currently performed by district staff. The Village of Wheeling, District 214 administration and legal counsel have worked cooperatively on the Easement Agreement.

**RECOMMENDEND ACTION:**

That the Board of Education of District 214 approve the Agreement for Permanent Construction Easement between the Village of Wheeling and Township High School District 214.

THIS INSTRUMENT WAS PREPARED BY:

**Village of Wheeling**

AFTER RECORDING RETURN TO:

**Lana Rudnik  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090**

[The above space for Recorder's Office]

**AGREEMENT FOR PERMANENT CONSTRUCTION AND  
MAINTENANCE EASEMENT BETWEEN THE VILLAGE OF  
WHEELING AND TOWNSHIP HIGH SCHOOL DISTRICT 214**

THIS EASEMENT AGREEMENT (the "**Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Board of Education of Township High School District 214**, Cook County, Illinois (the "**Grantor**" or "District"), whose address is 2121 S. Goebbert Road, Arlington Heights, Illinois, and the **Village of Wheeling**, whose address is 2 Community Boulevard, Wheeling, IL 60090 (sometimes referred to herein as the "**Village**" or "**Grantee**"). The Grantor and the Grantee collectively referred to herein as the "**Parties**" and singularly as "**Party**".

1. Grantor owns and operates land legally described in **Exhibit A**, attached hereto and made a part hereof (collectively, the "**Grantor's Property**" or the "**District's Property**"); and
2. **The Village owns and operates a storm water utility system and maintains and has located storm** water infrastructure within the vicinity of the boundaries of the District's Property, commonly known also as the Longtree detention basin in Wheeling; and
3. **The Village desires to regrade and locate a storm sewer pipe system within the boundaries of the** District's Property to allow for improved storm water flow for the School and Village residents (**the "Facilities"**); and
4. **Due to the Village initiative to install the storm sewer infrastructure, a permanent** easement is required for the purposes of the site regrading and storm sewer system construction; and
5. The Village and District desire to set out in this Agreement their respective duties,



rights and obligations with respect to the regrading, storm sewer installation, and restoration on and of the District's Property.

6. **The Village has depicted the permanent construction/maintenance easement as** described and shown on Exhibit B to install the storm sewer infrastructure as required during and/or for the purposes of the construction.

**FOR AND IN CONSIDERATION OF** the mutual covenants, conditions, restrictions, rights, duties and obligations herein contained the parties agree as follows:

1. **STORM WATER AND DRAINAGE EASEMENT** A permanent easement for location of the Facilities, including but not limited to soil borings, substantial regrading work, removal and installation of underground storm sewers and drainage facilities and related appurtenances, as well as for future maintenance is hereby granted to the Village of Wheeling and its respective successors and assigns, for the installation, maintenance, relocation, renewal and removal of the Facilities (the "**Storm Water and Drainage Easement**") in, under, across, along and upon the Easement Parcels legally described and depicted in **Exhibit B**, together with the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface of the Easement Parcels as may be reasonably required incident to the rights herein given and the right to enter upon the Grantor's Property, including the Easement Parcels for all such purposes. No buildings, structures or obstructions shall be placed in, upon or over the Easement Parcels without the prior written consent of the District. After installation of the Facilities, the grade of the Grantor's Property shall not be altered in a manner to interfere with the proper operation and maintenance of Facilities and the Easement Parcels. Upon written request by the Grantor, relocation of the Facilities will be done by the Village, or its successors and assigns, at the cost and expense of the Grantor. Prior to accessing the District Property to exercise its Easement rights, Grantee shall provide Grantor with 48 hours notice. In addition, Grantee shall be responsible for (i) ensuring that any work it conducts associated with this Agreement does not infringe on or interrupt student activities and (ii) taking all appropriate safety measures, including fencing all construction areas, to ensure that Grantor students, staff, and other users are not at an increased risk for injury because of any work associated with the easement granted by this Agreement.
2. **MAINTENANCE AND REPAIR. Village further agrees to maintain the Grantor's Property in perpetuity, including grass cutting, tree and shrub pruning, and other landscape maintenance activities currently performed by the District.** The Village also agrees to observe all necessary State and County ordinances concerning the proposed construction activities, including installation of a silt fence and erection of a temporary construction fence to deny any entry into the construction area during the period of construction of Improvements, and restore the Site with topsoil, seed, and blanket after construction activities cease relative to the Improvements. If Grantee fails to maintain, repair, or restore the District Property to the condition in which it existed prior to any Village related work within seven days after receipt of written notice from the Grantor requesting the maintenance, repairs, or restoration, then the Grantor may utilize its own forces or a third party to maintain, repair, or restore the Property, and Grantee shall pay for all maintenance, repair, and restoration costs incurred by the Grantor within 14 days

after the Grantor provides an invoice to Grantee. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly related to this Agreement are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable.

**3 INSURANCE.** The Village at its own expense, shall maintain commercial general liability insurance against claims for personal injury, death and property damage, arising out of the acts or omissions of the Village, and its respective employees, officers, and agents with respect to the Temporary Construction Easement, with a contractual liability endorsement covering the indemnity obligations under this Agreement, and with limits of not less than \$2,000,000.00 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence. The Village shall name Township High School District 214 as an additional insured under this insurance policy.

**4 INDEMNIFICATION.** The Village, its employees, invitees, agents or its representatives and others utilizing the Permanent Construction/Maintenance Easement by or through the Village shall use the Permanent Construction Easement and access the District Property at their own risk. The Village hereby indemnifies and holds harmless the District, its officers, Board, Board members, employees, agents and its successors and/or assigns from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property or any of them arising out of the acts or omissions of the Village, its officers, agents, representatives or employees or of third-parties with respect to their actions or omissions related to this Agreement. This indemnification provided herein shall not be applicable to any claims, actions, damages, liability or expenses incurred by the District to the extent caused by the gross negligence, recklessness, or intentional acts caused by the District, its officers, employees, and agents. This indemnification and paragraph 3 above shall not be construed as a waiver by the Village of its rights to pursue legal action against third parties for any actions of such third parties triggering indemnification from the Village pursuant to this Paragraph4.

**5 No Lien.** Grantee shall not permit any lien to stand against the Property or any improvements thereon for any labor or materials related to work performed under this Agreement. In the event of any such lien attaching to the Property or any improvements thereon, Grantee shall immediately have such lien released and indemnify the Grantor for any costs it incurs related to the lien.

**6 NOTICES.** All notices or communications herein required or which a Party desires to give to the other (“Notice” or “Notices”) shall be in writing and sent by (i) registered or certified mail, postage prepaid, return-receipt-requested, (ii) a nationally recognized overnight courier service, or (iii) by personal delivery. Any Notice sent pursuant to 6(i) shall be effective three (3) business days after mailing. Notice sent pursuant to 6(ii) or 6(iii) shall be effective on the date of delivery. In either case, Notices shall be sent to the following addresses (or such other addresses as the Parties may give notice hereunder):

**If to School :**                      **Kenneth Roiland**  
**District 214**                              **Director of Operations**  
    **Township High School District 214**  
    **2121 Goebbert Road**  
    **Arlington Heights, IL 60005**

With a copy to:                      **District Legal Counsel**

**If to the Village:**                      **Village of Wheeling**  
    **2 Community Boulevard**  
    **Wheeling, IL 60090**  
    **Attn: Lana Rudnik**

**With a copy to:**                      **Klein, Thorpe and Jenkins, Ltd.**  
    **Attn: James V. Ferolo, Village Attorney**  
    **20 North Wacker Drive, Suite 1660**  
    **Chicago, IL 60606**

**7. SEVERABILITY.** If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to the Parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**8. SUCCESSORS AND ASSIGNS.** Except as otherwise expressly provided in this Agreement, this Agreement shall run with the land, until this Agreement expires or otherwise is terminated, both as respect to benefits and burdens created herein and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No other party shall be deemed to be a third-party beneficiary hereunder.

**9. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

**10. HEADINGS.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

**11. MODIFICATION.** This Agreement cannot be changed, modified, waived or discharged orally except by written agreement signed by the Parties hereto.

**12. RECORDING.** This Agreement shall be recorded by the Village against the District's Property in the Office of the Recorder of Deeds of Cook County, Illinois and the Village shall be responsible for the recording fees.

**13. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as a condition or inducement related to the signing of this Agreement.

**14. EFFECTIVE DATE.** This Agreement shall be deemed effective on the date that the last Party executes this Agreement.

**15. TERM OF PERMANENT CONSTRUCTION EASEMENT.** The right of the Village to use the Permanent Construction Easement under this Agreement shall extend in perpetuity upon the completion of the installation of the Facilities on Grantor's property.

**16. ACCEPTANCE.** The Village hereby approves the foregoing Agreement and accepts the easement rights granted herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day, month and year last executed below.

**VILLAGE OF WHEELING**

**TOWNSHIP HIGH SCHOOL DISTRICT 214**

\_\_\_\_\_  
Patrick Horcher  
Village President

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_, 2020.

Date: \_\_\_\_\_, 2020.

ATTEST:

ATTEST:

\_\_\_\_\_  
Elaine Simpson  
Village Clerk  
Village of Wheeling, Illinois

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_, 2020.

Date: \_\_\_\_\_, 2020.

STATE OF ILLINOIS        )  
                                      )    **ss.**  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, are personally known to me be the Board Secretary and President of Township High School District 214.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Notary Public** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

STATE OF ILLINOIS        )  
                                      )    **ss.**  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Patrick Horcher and Elaine E. Simpson, as the **Village President** and **Village Clerk** respectively of the **VILLAGE OF WHEELING, A MUNICIPAL CORPORATION**, (the "**Village**") personally known to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such **Village President** and **Village Clerk**, they signed and delivered the said instrument as the **Village President** and **Village Clerk** pursuant to authority given by the **Village Board of Trustees**, and as their free and voluntary act, and as the free and voluntary act and deed of the **Village**, for the uses and purposes therein set forth, and that the **Village Clerk**, as custodian of the corporate seal of the **Village**, has caused the seal to be affixed thereto.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Notary Public \_\_\_\_\_

Commission Expiration \_\_\_\_\_

## **EXHIBIT A**

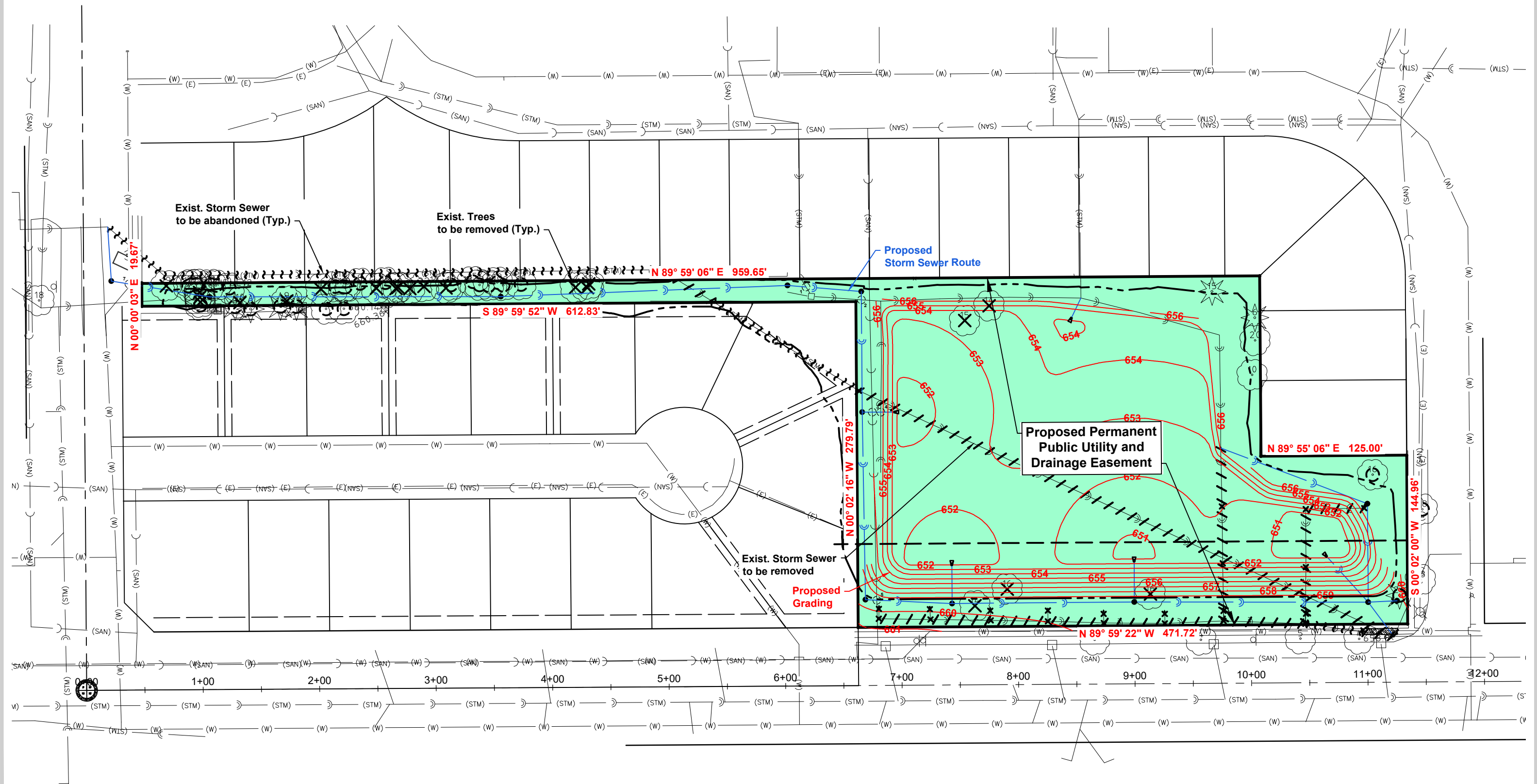
### **LEGAL DESCRIPTION-GRANTOR'S PROPERTY**

LOT 159 IN LONGTREE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE NORTH WEST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH WEST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  (EXCEPT THE WEST  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SAID SOUTH WEST  $\frac{1}{4}$ ) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B- LEGAL AND EXHIBIT  
PERMANENT CONSTRUCTION  
AND MAINTENANCE EASEMENT**

LOT 159 IN LONGTREE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE NORTH WEST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH WEST  $\frac{1}{4}$  OF THE SOUTH WEST  $\frac{1}{4}$  (EXCEPT THE WEST  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SAID SOUTH WEST  $\frac{1}{4}$ ) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.





Exist. Storm Sewer to be abandoned (Typ.)

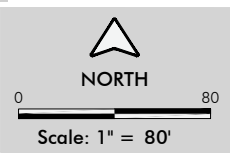
Exist. Trees to be removed (Typ.)

Proposed Storm Sewer Route

Proposed Permanent Public Utility and Drainage Easement

Exist. Storm Sewer to be removed

Proposed Grading



**EASEMENT EXHIBIT**  
**LONGTREE STORMWATER BASIN IMPROVEMENTS**  
 WHEELING, ILLINOIS

**HAEGER ENGINEERING**  
 consulting engineers • land surveyors  
 100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608  
 Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com

Project Manager: K M L  
 Engineer: K M L  
 Date: 03-04-2020  
 Project No. 19-186  
 Sheet 1 / 1

No.	Date	Revision

ITEM: 2020-038  
DATE: March 19, 2020  
FILE: Naming Facilities

**SUBJECT: Naming of the Automation and Manufacturing Lab at BGHS**

**BACKGROUND**

On August 24, 2017, the Board of Education approved a revised policy for naming of district facilities that allows for the naming of programs and facilities as follows:

- 1) To recognize individuals who have attained achievement of extraordinary and lasting distinction; and 2) To recognize benefactors who have made substantial financial contributions to the District.

In June 2019, Buffalo Grove High School alumnus Stephen Yacktman ('88) and his wife, Ellyn, made a \$1 million contribution to the school through the District 214 Education Foundation, with the specific request that it be used to create an innovative manufacturing and engineering space. Mr. Yacktman requested the facility be named for Mr. Saul Ploplys, a now-retired and beloved physics teacher who taught him and generations of others while at Buffalo Grove.

**ADMINISTRATIVE CONSIDERATION**

Mr. Ploplys was a longtime teacher at Buffalo Grove, known not only for his educational practices but also his love for teaching and his sense of humor. Mr. Yacktman and Mr. Ploplys have remained in contact over the course of the more than 30 years since Mr. Yacktman's graduation. Mr. Ploplys remains well-known to generations of BGHS graduates. Mr. Yacktman's \$1 million gift covered in its entirety the outfitting of the new automation and manufacturing lab, equipping it with state-of-the-art robotic arms that can be used across academic disciplines; augmented reality welding machines that allow students to learn to weld without using up resources; and other machinery that makes the lab the first of its kind in an Illinois high school. He continued to consult with the Buffalo Grove High School team throughout the process, offering guidance and suggestions for specific equipment and arranging with contacts to provide for discounts that allowed an even greater outcome. He since has continued to correspond with the staff regarding continued opportunities.

On Friday, March 6, 2020, a grand opening of the lab was held, drawing dozens of staff, retirees, graduates, and community members who were able to experience the lab and also view an interactive digital cadaver that Mr. Yacktman's generous gift also provided for in healthcare. All in attendance were wowed not only by the quality of the equipment but also by the students' energetic enthusiasm for the lab and their learning. This space will educate generations of Bison, allowing them to pursue various disciplines in college or go on to well-paying, family-sustaining careers in manufacturing.

It is rare for a donor giving a gift of this size to choose to name a space not for himself, but rather for a beloved teacher, and speaks to Mr. Yacktman's statement that he is who he is today because of the education he received at Buffalo Grove High School. He has continued to be a spokesman for giving to your high school alma mater and allowed significant press coverage.

Several Board of Education members attended the grand opening and saw firsthand the difference that can be made when an individual gives back so significantly to a building. The Principal has noted it would have taken a decade or more to build out the space without the funding. Further, it has been determined that Mr. Ploplys has had nothing but positive comments in his employment record.

**RECOMMENDATION**

That the Board of Education of Township High School District 214 approve the naming of the new manufacturing lab at Buffalo Grove High School in honor of Mr. Saul Ploplys. Specifically, the name will be the **Saul Ploplys Automation and Manufacturing Lab.**

ITEM: 2020-039  
DATE: March 19, 2020  
FILE: Capital Projects Program

**Subject: 2020-21 Capital Projects Program - Bids**

**BACKGROUND INFORMATION:**

The Roofing Systems at Prospect High School (PHS), John Hersey High School (JHHS) and Wheeling High School (WHS) along with the curtain walls (window systems) at PHS were approved at the February 20, 2020 Board of Education meeting. These projects also require additional mechanical labor and materials that is better served and managed as a separate bid.

During the investigation of the roofing and curtain wall, asbestos containing materials (ACM) were found at JHHS and PHS. A separate bid is prepared for that removal and will be presented at the April 9, 2020 BOE meeting. No ACM was found at WHS.

**ADMINISTRATIVE CONSIDERATIONS:**

Bids were received after newspaper advertisement. Additionally bids were sent to five vendors.

<u>Vendor</u>	<u>Bid</u>
Amber Mechanical Contractors (Alsip, IL)	\$2,622,000
F.E. Moran (Northbrook, IL)	\$1,950,000
Oak Brook Mechanical Services (Elmhurst, IL)	\$1,862,000
<b>Voris Mechanical Inc. (Glendale Heights, IL)</b>	<b>\$1,743,000</b>

The fees for architectural, design, engineering, construction management, general conditions, builders risk, and general liability insurance are included in the package for the Mechanical Work. The base bid is \$1,753,800 with a \$10,800 deduction for Alternate #1 reducing the total to \$1,743,000.

**RECOMMENDED ACTION:**

The Board of Education accept the bid from Voris Mechanical Inc. in the amount of \$1,743,000 for mechanical labor and materials for the PHS Curtain Wall project.

The Board hereby authorizes its Superintendent or designee to approve and execute contracts on behalf of the Board for services related to the Project, and to approve and execute change orders.

With respect to change orders that necessitate an increase in the cost of contracts by 10% or more, or which will change the time of completion by a total of 30 days or more, the Board hereby authorizes its Superintendent or designee to make the written determinations required by 720 ILCS 5/33E-9, that: (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the District and is authorized by law.

ITEM: 2020-040  
DATE: March 19, 2020  
FILE: Budget

**Subject: 2020-21 Preliminary Budget Guidelines and Assumptions**

**BACKGROUND INFORMATION:**

Budgets are estimates of projected revenues and projected expenditures for a specified period of time. For school districts this is a one-year period (fiscal year), which runs from July 1 through June 30.

In December 2019, the Board of Education approved its 2019 property tax levy. Projected operating and working cash fund revenues for the 2020-21 budget are currently estimated at \$263 million. Projected operating and working cash fund expenditures for the 2020-21 budget are currently estimated at \$263 million. The district will continue cost containment initiatives as the 2020-21 budget is prepared. These projections are preliminary and may be adjusted as data becomes available.

With ongoing uncertainty in the Illinois State Budget and federal funding, the District 214 budget may face necessary adjustments and/or reductions during preparation. As financial data is updated, we will adjust the District 214 budget accordingly.

**ADMINISTRATIVE CONSIDERATIONS:**

The Board of Education authorizes the development of the district's budget for the 2020-21 fiscal year. Based on changes in economic conditions at the local, state, and federal level, these estimates are subject to change since many factors that impact the new budget are unknown during the early stages of its development.

Listed below are the guidelines, assumptions, and parameters that will be used in developing the 2020-21 budget:

**REVENUE**

- The Equalized Assessed Valuation (EAV) for 2018 was \$8.6 billion. The EAV for 2017 was \$8.6 billion. The EAV for 2016 was \$8.5 billion. The EAV for 2015 was \$7.5 billion.
- Next year's overall tax receipts are based on the Consumer Price Index (CPI), the estimated new growth to the tax base, the impact of tax caps, and refunds.
- The Consumer Price Index (CPI) reported as of December 31, 2019 is 2.3%.
- Evidence-Based Funding (EBF) consolidates and replaces five grant programs: General State Aid, Special Education Personnel, Special Education Funding for Children Requiring Services, Special Education Summer School, and English Learner Education. EBF distributes these funds through a single grant, called the Base Funding Minimum.
- Interest rates on investments continue to remain low. During 2020-21 it is anticipated that rates will reduce slightly. District 214 continues to receive less interest income based on deferred and delayed state and local revenues.
- Property taxes are the district's largest source of revenue for 2020-21.
- Administration will continue to explore and review revenue options.

ITEM: 2020-034  
DATE: March 19, 2020  
FILE: Budget

## ENROLLMENT

- The two-year cohort survival enrollment projections will be used in calculations for enrollment related budget allocations. The enrollment report projects a slight enrollment increase for 2020-21.

## SALARIES

- Education Association (EA) employee base salaries will increase based on the current agreement.
- Custodial Maintenance Association (CMA) employee base salaries will increase based on the current agreement.
- The Educational Support Personnel (ESP) employee base salaries will increase based on the current agreement.
- The Food Service employee base salaries generally increase by CPI.
- Administrator and supervisor employee salaries will increase based on the current agreement.

## STAFFING

### Education Association (EA) Staffing

- The staffing calendar identifies the dates that staffing decisions are scheduled. As specific staffing decisions are made, adjustments will be incorporated in the budget.
- For the purposes of the development of the preliminary 2020-21 budget, staffing will be determined based on estimated student enrollment, program needs, and funding sources.
- Preliminary staffing recommendations will be determined during the staffing process. Recommendations on staffing adjustments will be made at that time.
- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources.

### Custodial Maintenance Association (CMA) Staffing

- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources.

### Educational Support Personnel (ESP) Staffing

- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources.

ITEM: 2020-034  
DATE: March 19, 2020  
FILE: Budget

### Administrators/Supervisors

- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources.

### BENEFITS / INSURANCE

- For 2020-21, insurance markets are projected to be much more challenging. We, therefore, are estimating a 17% increase in property and casualty costs, while health insurance costs are projected at a 3% increase. Insurance rules and regulations may be enacted which may cause potential changes to occur.

### BUDGET ADJUSTMENTS

- In general, line items for purchased services, supplies, and equipment will be frozen. Some line items may be increased based on current economic conditions such as utilities, gas, and postage.
- There is a need to continue cost containment initiatives as the 2020-21 budget is prepared.

### TUITION INCENTIVE PROGRAM (TIP)

- In 2020-21, per the Education Association contract, professional development will be funded based on the current agreement.

### SPECIAL EDUCATION

- 2020-21 NSSEO tuition costs and programs are being reviewed by NSSEO. Final NSSEO program costs will reflect necessary changes.

### CAPITAL PROJECTS PROGRAM (CPP)

- Approved capital projects will be included in the budget.

### TECHNOLOGY

- Technology Services is anticipating continued replacement and updates of equipment and applications during 2020-21.

### TRANSPORTATION

- Transportation is estimated to be budgeted at a 3% - 4% increase based on contracts, fuel costs and usage
- At this time, we have not heard of transportation pro-rations. Transportation revenues continue to be a concern based on possible state transportation revenue pro-rations and reductions.
- Continue to review options for student transportation cost containment.

ITEM: 2020-034  
DATE: March 19, 2020  
FILE: Budget

**TRANSFERS, LOANS, AND ACCOUNTING RECOMMENDATIONS**

- Transfer working cash interest income to other funds may be recommended to address cash flow needs.
- Transfer from Operations and Maintenance to Capital Project Fund for funding of future Capital Projects.
- Due to delayed and deferred property tax revenue and state and federal revenue, inter-fund loans may be recommended to address cash flow needs.

**RECOMMENDED ACTION:**

That the Board of Education approve the proposed guidelines and assumptions relative to the preparation of the 2020-21 fiscal year budget.



ITEM NO.: 2020-041  
DATE: March 19, 2020  
FILE: Curriculum & Instruction

Subject: Resolution to Adopt e-Learning Program

**BACKGROUND INFORMATION:**

The Illinois State Board of Education (ISBE) has issued guidelines regarding the school day. Public Act 100-0465 allows districts to begin using e-Learning for the purpose of emergency days. This resolution and proposal outline plans to maintain the administrative option to implement an e-Learning day as a regular attendance day.

**ADMINISTRATIVE CONSIDERATIONS:**

Approving e-Learning resolution will provide the district with flexibility should the need arise for extended closures to ensure the health and safety of our students and staff.

**RECOMMENDED ACTION:**

That the Board of Education approve the e-Learning resolution as presented.

**TOWNSHIP HIGH SCHOOL DISTRICT 214**  
**RESOLUTION TO ADOPT E-LEARNING PROGRAM**  
**EMERGENCY DAYS**

**WHEREAS**, Section 10-20.56 of the Illinois School Code permits a school board, by resolution, to adopt a research-based program or programs for e-learning days district-wide that permit student instruction to be received electronically while students are not physically present in lieu of the District's emergency days as required by Section 10-19 of the Illinois School Code; and

**WHEREAS**, the Board of Education has held a public hearing on the school district's initial proposal for a research based e-learning program at its meeting on March 19, 2020, in which the terms of the proposal were substantially presented and an opportunity for allowing public comments was provided; and

**WHEREAS**, notice of the public hearing was provided at least 10 days prior to the hearing by 1) publication in The Daily Herald, a newspaper of general circulation in the school district, 2) written or electronic notice designed to reach the parents or guardians of all students enrolled in the school district, and 3) written or electronic notice designed to reach the exclusive collective bargaining representatives of school district employees and all those employees not in a collective bargaining unit;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Township High School District 214, Cook County, Illinois, as follows:

1. Recitals. The recitals to this Resolution are found to be true and correct, and are incorporated by reference as if set forth fully herein.
2. That the Board of Education hereby adopts a research-based e-learning program that permits instruction to be received electronically while students are not physically present in lieu of the District's emergency days as required by Section 10-19 of the Illinois School Code, and that may utilize the internet, telephones, texts, or other similar means of electronic communication for instruction and interaction between teachers and students that meet the needs of all learners.
3. That the Superintendent or designee is hereby authorized to submit the school district's initial proposal for the e-learning program adopted by the Board to the North Cook Intermediate Service Center for verification that the proposal contains provisions designed to reasonably and practicably accomplish the following:
  - Ensures and verifies required clock hours of instruction or school work for each student participating in an e-learning day.
  - Ensures access from home or other appropriate remote facility for all students participating in the program, including computers, the internet and other forms of electronic communication that must be utilized in the proposed program.
  - Ensures that non-electronic materials are made available to students participating in the program who do not have access to the required technology or to participating teachers or students who are prevented from accessing the required technology.
  - Ensures appropriate learning opportunities for students with special needs.
  - Monitors and verifies each student's electronic participation.
  - Addresses the extent to which student participation is within the student's control as to the time, pace, and means of learning.
  - Provides effective notice to students and their parents or guardians of the particular days for e-learning.
  - Provides staff and students with adequate training for e-learning day participation.
  - Ensures an opportunity for any collective bargaining negotiations that would be legally required, including all classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day.

- Reviews the program as implemented to address difficulties confronted through revision or otherwise.
  - Ensures that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, students, and parents prior to utilization.
  - Ensures all teachers and staff who may be involved in the provision of e-learning have access to any and all hardware and software that may be required for the program.
4. That the approval of the initial e-learning program hereby adopted by the Board of Education shall be for a term of three years.
  5. Prior Board Actions. All prior resolutions of the Board of Education that are inconsistent with this Resolution are hereby superseded and repealed to the extent of such inconsistency.
  6. That this Resolution shall be in full force and effect upon its adoption.

**ADOPTED** this 19th day of March 2020, by a roll call vote as follows:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
*President, Board of Education*

**ATTEST:**

\_\_\_\_\_  
*Secretary, Board of Education*

## **High School District 214 Proposal to Comply with State Expectations and Requirements for e-learning**

The e-learning day shall occur on the emergency day by making use of our district learning management system, Google Suite for Education and Schoology applications or other similar electronic communications for instruction and interaction between teachers and students.

The procedure for utilizing e-learning as an emergency day will commence when parents, students, and educators are alerted of the emergency day. Assignments on e-learning days will be posted by no later than 9:00 a.m. This will allow parents, students, and educators to make plans that advance their coursework. This will also ensure that required clock hours of instruction or school work is met by each student participating in an e-learning day.

Through our 1:1 initiative, District 214 will ensure access from home or other appropriate remote facilities that all students participating in the program will have access to any materials (electronic or non-electronic) that might be needed to support learning. District 214 will ensure that learning opportunities are designed for students with special needs, and that all students' learning is monitored and verified.

It is important to note that attendance on the e-learning day will be counted in the student information system as an assignment, and that students will have up to two days to complete the requisite work. This allows educators and families the flexibility to demonstrate the learning on their timeline with little disruption to the general or special education programming. Student attendance on the e-learning day will count as a regularly sanctioned attendance day for all students who demonstrate teacher identified course expectations for learning. In these ways, District 214 is dedicated to making sure student participation in an e-learning day is within the student's control as to the time, pace, and means of learning.

Communication of e-learning days will provide effective and timely notice to students and their parents or guardians of the particular days for e-learning, including protocols and general expectations and responsibilities of the e-learning program communicated to teachers, staff, students, and parents prior to utilization of an e-learning day unless in response to a non-weather-related emergency closure.

Staff and students will be provided adequate training for e-learning days' participation. In making use of e-learning days, collective bargaining agreements have been reviewed for compliance with this proposal. This proposal ensures all teachers and staff who may be involved in the provision of e-learning have access to any and all hardware and software that may be required for the program, and once approved will seek verification from the Regional Office of Education for the school district to ensure access to all students for implementation for a period of at least three years or at the discretion of revisions made to state requirements.

### **Expectations for Online Instruction**

If the e-learning option is exercised, the day shall occur on the date of the emergency day through our district learning management system, Google Suite for Education and Schoology applications or other similar means of electronic communication for instructional purposes.

### **Communication**

It is expected that educators are notified of the emergency day per the usual district communication protocols. Educators will post their learning experiences by no later than 9:00 a.m. on the emergency day, and they will base their attendance on the successful completion of this experience. Please see attachments of prepared communications to teachers, students, and parents.

### **Technological Support**

High School District 214 is dedicated to ensuring that students have access to technologies that support and enhance learning. All students have access to iPad technologies, and all courses have a presence on our learning management

system. The district learning management system supports instructional tools that allow for a variety of different, robust learning experiences during an e-learning day--including the capability of assessment, video lectures, and discussion forums. Likewise, Suite for Education, Schoology or other similar means of electronic communications might be used to support an e-learning experience.

### **Expectations**

Learning target(s) and experience are posted by 9:00 a.m. on the e-learning day. Assignments should be meaningfully connected to course curriculum, take no more than 45 minutes to complete, and should be reviewed by the teacher to ensure expectations of learning are met. Teachers will respond in a timely manner during the normal work hours on the actual emergency day. Students shall have two school days to complete the learning experience. Attendance shall be tied directly to successful completion/demonstration of the learning experience. Every class shall have a reasonable plan posted. Assignments should demonstrate authentic learning directly connected to the curriculum. Students will need to demonstrate and provide evidence that learning occurred.

### **General IEP Procedures**

All students in special education will participate in e-learning. Students with IEPs will have e-learning plans that match their learning goals as determined by the student's IEP services and the general education and/or special education courses in which they are enrolled. Students who have related service minutes in their IEP will receive services facilitated through the use of video technology, hands on tasks provided by the clinician, or made up upon return to school. Each approach is dependent upon what is appropriate for the individual student.

### **District Responsibilities**

High School District 214 will ensure the provision of FAPE for all special education students during e-learning experiences, which includes ensuring students services are implemented or a plan for compensation is developed.

### **Staff Responsibilities**

Similar to general education, the e-learning experiences will be accessible through postings on the district's learning management system or an alternative system deemed appropriate by the IEP team. E-learning lessons are based on student's IEP and courses in which they are enrolled. This will include utilizing the e-learning experience as a platform for teaching strategies supporting student independence, self-advocacy, and executive functioning.

### **Special Education e-learning Procedures**

IEP teams will collaborate to develop an e-learning plan for each student with an IEP. Again, this will be dependent upon course enrollment and services in the IEP. Any specialized instructions, beyond what is provided to all students, will be communicated to students or parents. Teachers will respond in a timely manner during the normal work hours on the actual emergency day. Students shall have two school days to complete the learning experience, unless their IEP designates more time. Attendance shall be tied directly to successful completion/demonstration of the learning experience.

### **Related Service Responsibilities**

Case Managers and related service staff will review allotted minutes for related service support at IEP meetings. Make-up days for compensatory related services will be established for addressing the lost minutes included on the IEPs if necessary. Related service staff will document that compensatory related service minutes in related service logs, which are available to parents upon request. Any changes to the e-learning Plan will be communicated with parents. Related Service Providers will respond in a timely manner during the normal work hours on the actual emergency day.

## Appendix: Sample Communication Messages

To: Faculty and Staff

From: Principal

Good morning everyone,

Due to the (emergency situation) on xxx, High School District 214 will use an e-learning day option to ensure the safety of students, faculty and staff.

The campus will remain closed on (day, month/date).

Teachers should share a lesson plan with their students by 9 a.m. on (day, month/date) through our learning management system. Teachers will let students know what they must do to show evidence that they completed the lesson. Students will be required to turn in the evidence for the e-learning day by (day, month/date).

You will turn in one roster indicating which students participated in today's activities by (day, month/date).

As a reminder:

- Share a lesson with your students by 9am on xxx. The lesson should be posted to your learning management system page or sent by group email from the student information system.
- The lesson should require approximately 45 minutes of total work time from the student for each scheduled course.

You will need to track student participation. The student's attendance will be measured by their participation in the lesson. Evidence of participation can be submitted through the LMS (example: participate in a discussion board), by completing a Google Form (example: complete a reflection of their work), turned in through email (example: video of the student explaining a concept) or by bringing a copy to class. The lesson/task does not need to result in a grade.

Student responsibilities:

- Check their learning management system portal for assignments from each class
- Complete and submit the assigned lesson
- Submit evidence of their work

Please stay warm and safe,

School Principal

Message for Parents/Guardians and Students:

High School District 214's campus will be closed on (day, month/date), due to the (type of emergency). Students will participate in an e-learning day on (day, month/date). Details will be emailed to all parents and students, and also will be available on the school's website at d214.org. All after-school activities are canceled for (day, month/date).

Message for Facebook - Website - Student Information System

High School District 214's campus will be closed on (day, month/date), due to (type of emergency). To ensure the safety of our students, faculty and staff will be taking advantage of a new state law (Public Act 100-0465) allowing school districts to use "e-learning" days that count as an official attendance day.

Teachers will share a lesson plan with their students by 9 a.m. on (day, month/date) through the district's learning management system. Teachers will let students know what they must do to show evidence that they completed the lesson. Student attendance will be verified by their participation in the lesson and completion of assignments. Students must turn in evidence of their work by the beginning of class on (day, month/date).

ITEM: 2020-042  
DATE: March 19, 2020  
FILE: Budget

**Subject: Resolution Approving Expenditure of Funds in an Emergency Situation**

**BACKGROUND INFORMATION:**

The district is facing unprecedented times in relation to COVID-19. In order to best plan for school and district emergency situations, such as decontamination of property, waste management, damage to structures, or health and safety consultation, multiple scenarios are being reviewed for both the near future and beyond. Restoration of District 214 facilities to a safe and secure space is of the utmost importance for our students, staff and community that is served.

**ADMINISTRATIVE CONSIDERATIONS:**

There is a need to immediately proceed with emergency deep cleaning and sanitation of facilities in order to minimize further potential spread of the virus and to be able to expedite the use of the facility for academic and co-curricular purposes. The needs of the district's low income population is also being considered in regards to meals or other much needed items. It is currently unknown what the total costs is estimated to be, however the amount requested is up to \$5 million.

**RECOMMENDED ACTION:**

That the Board of Education authorize the Associate Superintendent for Finance and Operations to approve and sign any contracts or documents related to expenditures of funds in an emergency situation.