

Sexual Misconduct in K-12 Schools

Analyzing Employee to Student Violations

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Content Warning

This presentation contains information about sexual assault and child abuse which may be triggering.

Outcome of Research

- “The Predators’ Playground” - article published by Matt Drange at Business Insider
 - Original story: Rosemead High (Pasadena area)
 - Difficulty getting records
 - Found that school shielded these records/keep them secret
- “An Epidemic of Sexual Abuse in Schools”
 - Collaboration between Dr. Billie Jo Grant and Cal Poly Frost Research
 - Looked at issues at districts level nationwide
- In depth research and peer reviewed publications by Cal Poly and Dr. Billie Jo Grant
 - Enact legislative change and expose prevalence and secrecy of this issue

- FOIA (Freedom of Information Act) records request to top 500 districts
- Data cleaning and coding of documents handed over by top school districts in each state
 - Certain districts/states did not fulfill request
- Documents Requested
 - Records of reprimand/separation
 - Resignations
 - Investigations

b6
b7C
b7D

MEMORANDUM OF UNDERSTANDING

Between
[REDACTED] ("Ms. [REDACTED]")
And
The Cumberland Teachers' Association/NTEA/ ("The Union")
And
Cumberland School District of Schools ("Superintendent")

The Agreement was made and entered into this 29th day of March, 2019 by and among [REDACTED] ("Ms. [REDACTED]"), the Cumberland Teachers' Association/NTEA/ ("The Union") and the Cumberland Superintendent of Schools ("Superintendent"), collectively referred to as the "Parties."

WHEREAS, certain disputes have arisen between Ms. [REDACTED] and Superintendent relating to Ms. [REDACTED] employment as a teacher in the Cumberland School District;

WHEREAS, the Union filed Grievance No. 2018/21914 on Ms. [REDACTED] behalf because of the above-referenced disputes; and

WHEREAS, the Parties desire to enter a complete and final resolution of this matter at Level Two of the grievance procedure (see Collective Bargaining Agreement at Article 27(b)(2)) (granting to the Superintendent the power to dispose of a grievance that that grievance can be resolved "at the lowest possible administrative level")

NOW, THEREFORE, in consideration of the promises contained herein, the Parties come to their own belief or collectively as follows:

Superintendent agrees on January 18, 2019 letter from [REDACTED] indicating that Ms. [REDACTED] may return to work as a full-time teacher.

In light of this letter, the Parties agree to the following reasonable accommodations for Ms. [REDACTED] and her personally caused child disabilities (per 35 USC § 2618):

1. Effectively immediately, Ms. [REDACTED] will work as a full-time teaching substitute. Ms. [REDACTED]



THE GREAT SEAL OF THE
STATE OF TENNESSEE

Union Public Schools
Independent District #9

Jay Leeper, SPHR
Executive Director of Human Resources

MEMORANDUM

TO: Dr. Kirtis Hartzler, Superintendent

FROM: Jay Leeper *JL*


DATE: November 8, 2021

RE: Resignations/Terminations for the 2021-2022 and 2020-2021 School Years

Recommendation

I recommend the Board consider and vote to approve the resignations/terminations listed below:

SUPPORT				
NAME	POSITION	LOCATION	REASON	EFFECTIVE DATE
Anastasia, Shannon	Lead Financial Clerk	ESC	Resignation	10/15/2021
Avalia Lara, Viviana	PT-Child Nutrition Worker	Child Nutrition	Resignation	9/24/2021
Brina, Marina	PT-Child Nutrition Worker	Ochoa	Resignation	10/17/2021
Cropper, Lamonica	Lunch Duty	High School	Termination	8/17/2021
Crawford, Trevor	Band Intern	Clark	Termination	5/27/2021
Creekmore, Kelley	Aide	8th Grade Center	Resignation	9/23/2021
Cruz, Martha	Lead Custodian	UMAC	Resignation	7/12/2021
Diaz, Angel	Custodian	Peters	Resignation	9/24/2021
Dugan, Linda	Building Engineer	Andersen	Retirement	9/30/2021

[illegible]

Pawtucket School Department
Administration Building
286 Main Street, P.O. Box 388
Pawtucket, Rhode Island 02860
Phone: (401) 729-6300 Fax: (401) 727-1840 TDD (401) 729-6338

May 30, 2017

Ms. Cynthia Hawkins
Greenville, Rhode Island 02828

Dear Ms. Hawkins,

I have received your email dated May 30, 2017, regarding your resignation from your position in the Pawtucket School Department, effective June 23, 2017.

It is imperative that you personally return your ID Badge and Chromebook to the Technology Department at the Administration Building.

Thank you for your dedicated service to the students of Pawtucket. I wish you success in your future endeavors.

Cordially,

Handwritten signature

Top Left: Settlement from Cumberland District ; Top Right: List of Resignations from Union District; Bottom Left: Investigation from North East ISD; Bottom Right: Resignation from Pawtucket District

Variables We Coded For

n=4,700

Offender Demographic Information

- Grades taught
- Type of employee (teacher, coach, admin, etc)
- Afterschool / 1:1 Access
- Teacher age and sex

District Behavior and Settlement Information

- Solely based on settlement
- Presence of NDA language
- If a teacher Union was named
- Any financial settlement between employee and district
- Initial vs Final District Action
- Evidence of Investigation
- Did the district “gag” themselves
- Credential action taken

Criminal Action

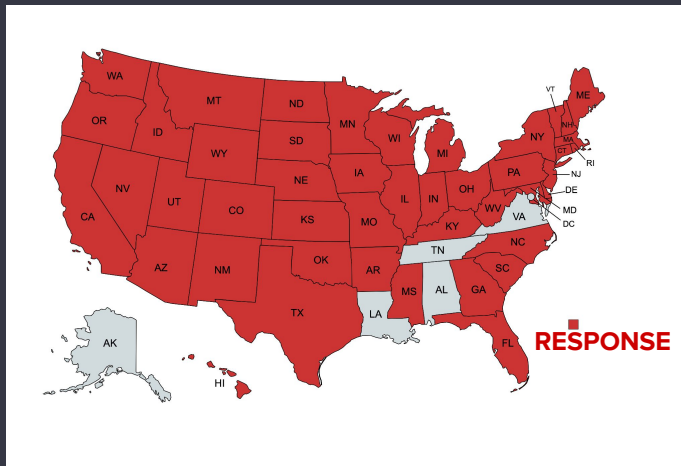
- Arrest
- Charges
- Outcome of trial
- Sentenced
- Probation
- Registered Sex Offender

Conduct Description

- Student grade, age, gender
- Dates and years
- Type of Abuse (Sex Act, Physical Touch, Porn, Grooming, Verbal Commentary)
- Frequency
- Who reported abuse
- Referred to child protective services or law enforcement
- Teacher interview

District Responsiveness & Strategy

- Requesting money in return (some tens of thousands of dollars)
- Claim public records are exempt from disclosure when they aren't
- Claim the documents are too difficult to access
- Redacted offender information (10% of employee names are redacted)
- Allow former employees to block the release of documents
- Limited/incorrect documentation (85% of documents did not provide details of an investigation)



Settlement and NDA Agreements

- Use of settlement agreements to resolve dispute/avoid termination
 - Protect district & offender reputation
 - “Passing the trash”
- 67% contained gagging language
 - disclose limited/no information to future employers, etc.

7. Confidentiality of Student Information. Teacher understands and agrees that he shall maintain the confidentiality of any personally identifiable student information he obtained while employed by the District. Teacher further understands and agrees that effective immediately, he shall not discuss the specific details of incidents involving students and Teacher that occurred during the 2021-2022 school year with third parties (other than Teacher's attorney).

4. Confidentiality of Agreement. The Parties hereto shall keep the terms of this Agreement confidential and shall not disclose the terms of the Agreement to any third parties, other than Philpot may disclose the terms of this Agreement upon mutual agreement with the District and to their legal counsel or accountant, and the District may disclose to those required by law or Governing Board Policy to receive a copy of this Agreement or to be informed of its contents as needed to implement the Agreement terms. Any third parties with whom the Agreement or its terms are shared in accordance with this Agreement shall be informed of the requirement to maintain its confidentiality. Notwithstanding the foregoing, the Parties acknowledge that this Agreement may be subject to Title 39 of the Arizona Revised Statute (the Arizona Public Records Law).

8. Teacher, Waijanae High School Principal Disa Hauge, and the Department of Education agree that the terms of this agreement and case will be confidential, except as required by law

Individual Projects

School Liability Under Title IX Civil Cases Data

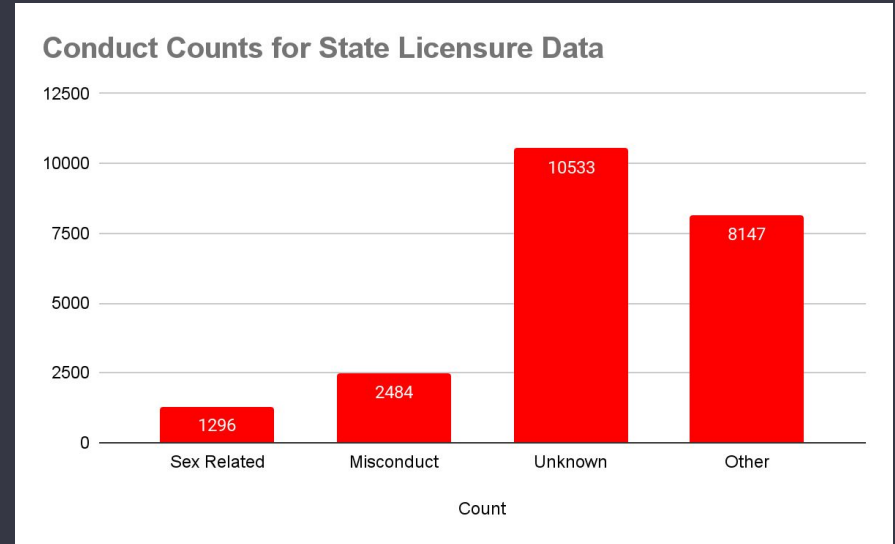
Big Idea: How was the district disciplined for their negligence in regards to employee misconduct?

- Insurance/District Payouts n=390
 - Low: \$0
 - Average: \$4,414,070
 - Median: \$990,000
 - High: \$139,250,000
 - Overall: \$1.4 billion
- High Risk Districts
 1. Los Angeles Unified School District *Los Angeles, CA*
 2. Clark County School District *Las Vegas, NV*
 3. Marion Independent School District *Marion, IA*
- Consequences
 - Increase in payout
 - Increase in premiums
 - Increase in frequency

State Licensure Data

Big Idea: How are teachers disciplined for their misconduct, and how do the districts document this misconduct?

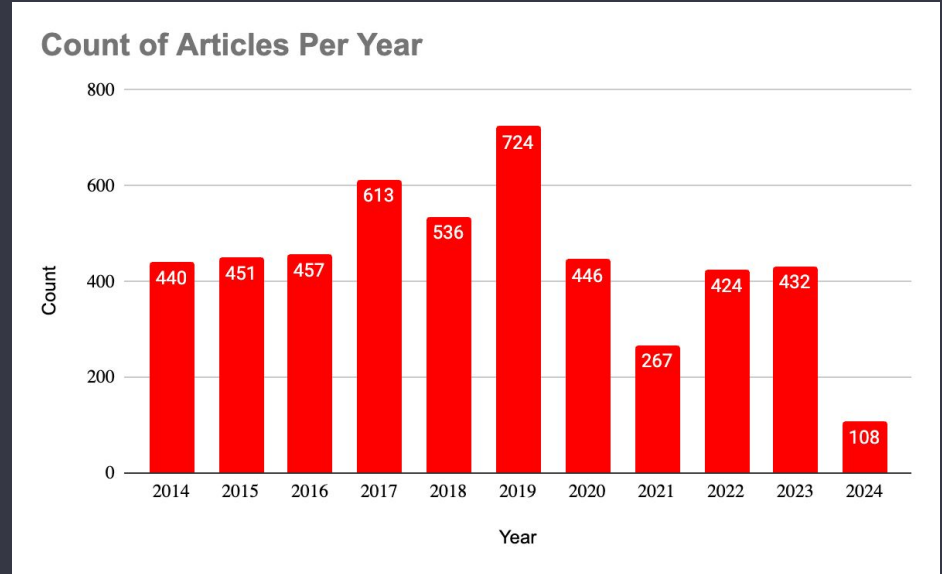
- Over 22,000 employees were disciplined/reprimanded between 2017-2023
- 3,740 teachers disciplined for sex related offenses and other sexual misconduct in this time frame
- Silent States (21 states) - Alaska, Colorado, Florida, Illinois, Iowa,....
- Intentionally ambiguous language



S.E.S.A.M.E (Stop Educator Sexual Abuse, Misconduct, and Exploitation)

Big Idea: How much of sexual misconduct cases are shown through media?

- Database of Google Alerts
 - Articles of sexual misconduct in K-12 schools across the U.S
 - “Teacher arrested...”, “Educator misconduct...”
 - Offender information, victim characteristics, district information
 - 4,941 cases since January 2014
 - 3,548 cases since January 2017



By the Numbers

- **22,000 teachers disciplined** from 2017 - 2023
3,740 were sex related
- **4,941 News Headlines** from 2014 - 2024
- **\$1.4 billion in civil settlements**
- **\$4,414,070 average payout for ONE CASE**

Lots more work to do!

Acknowledgements

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Thank you!