

Moline, Illinois

Notice of Meeting

Members of the Board of Education

Ladies and Gentlemen:

You are hereby notified that there will be a Regular Meeting of the Board of Education, School District No. 40, immediately following the Committee of the Whole Meeting on Monday, February 28, 2022, at the Coolidge Professional Development Room, 3430 Avenue of the Cities, Moline, Illinois 61265.

Dr. Matthew DeBaene
Secretary, Board of Education

AGENDA AND RECOMMENDATIONS

Board of Education
Moline, Illinois
Monday, February 28, 2022

The public is invited to join the February 28, 2022, Board of Education meeting virtually via Zoom.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://us02web.zoom.us/j/81206780897?pwd=YVdhdU51bFRJMWxsekVUNTFrYmNiZz09>

Passcode: 289025

Description: Webinar invite for the February 28th Board meeting.

Or One tap mobile:

+13126266799,,81206780897# US (Chicago)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099

Webinar ID: 812 0678 0897

Public comments may be made in person or e-mailed to the Board Secretary, Kristin Sanders, at ksanders@molineschools.org no later than 4:30 p.m. on Monday, February 28, 2022, with "Public Comment" in the subject line.

Doors will open at 5:45 p.m. for the public. Per the Illinois Department of Public Health, individuals are required to wear a face covering should they choose to attend the Board of Education meeting in person.

1. Opening of Meeting - Roll Call

2. Recitation of Pledge of Allegiance

3. Approval of Minutes

A. Minutes of the Open Session of the Regular Board of Education Meeting of
February 14, 2022

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The meeting of the Board of Education was called to order by Board President Erin Waldron-Smith at 6:29 p.m. at the Coolidge Professional Development Room, 3430 Avenue of the Cities, Moline, IL 61265.

Roll Call

Members Present: Audrey Adamson, Justin Anderson, Chet DeSmet, Kate Schaefer,
Maria S. Trigueros, Andrew Waeyaert, Erin Waldron-Smith

Absent: None

Erin Waldron-Smith, Board President, read the Board of Education norms and then made an announcement stating that the Board of Education welcomes public comment and communication at its regularly monthly meetings and asks that all views are treated with respect and courtesy. Members of the public are asked to address the Board only at the designated, appropriate time, and only when recognized by the Board President. Ms. Waldron-Smith reviewed the public comment procedures.

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

APPROVAL OF BOARD OF EDUCATION MINUTES

The minutes of the Open Session of the Regular Board of Education meeting of January 24, 2022 were presented for approval as presented.

A motion was made by Kate Schaefer, seconded by Chet DeSmet, all in favor, that the minutes of the Open Session of the Regular Board of Education meeting of January 24, 2022 be approved as presented and placed on file.

COMMUNICATIONS, PUBLIC COMMENT AND PARTICIPATION

Lisa Christopher, Kimberly Miller, and Tim Miller, parents of students in the Moline-Coal Valley School District, and Bristol Ross, student in the Moline-Coal Valley School District, each spoke to the Board asking that the District consider making face masks optional for students.

CONSENT AGENDA

The Board of Education considered Consent Agenda Items A through S as presented.

A. Employment – Certified Staff

the temporary employment of the following named certified substitute teachers for the 2021-2022 school year with wages in accordance with district schedules:

Elliott, Madison

Engle, Benjamin
 Hapner, Luke
 Hotchkiss, Marci
 Lyall, Brody

B. Appointment to Additional Assignment – Certified Staff

- 1) the appointment of the following named certified staff members to additional assignments of The Lights on for Learning Program with wages according to the district policy:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Axup, Alex	Lights on Program Teacher	Wilson
Hanson, Kathi	Lights on Program Teacher	Wilson
Ledbetter, Amanda	Lights on Program Teacher	Wilson
Resler, Kim	Lights on Program Teacher	Wilson

- 2) the appointment of the following named certified staff members to sixth assignments at Moline High School for the second semester of the 2021-2022 school year:

<u>Name</u>	<u>Position</u>
Albrecht, Tim	Business Education
Anderson, Kimberly	Science
Bisinger, Mary	Family Consumer Science
Bohland, Jenna	Mathematics
Bohnsack, Joel	Science
Bostic, Zach	Industrial Technology
Byrne, Dan	Business Education
Castro, Jose	Spanish
Cleaveland, Casey	Special Education
Delp, Joel	Art
Ehlers, Joseph	Business Education
Ekoh, Regine	Language Arts
Garcia, Ellen	Physical Education
Gorgal, Kevin	Physical Education
Guerdet, Colette	Social Studies
Hafner, Susan	English
Harms, Eric	Science
Hays, Valerie	English
Hill, Hailey	Bilingual
Howard, Melissa	Special Education
Josupait, Eric	Mathematics
Karl, Scott	Mathematics
Lamfers, Andrew	Industrial Technology
Lamphier, Leslie	Mathematics

Lamphier, Trent	Social Studies
Larson, Chris	Social Studies
MacLennan, Katie	English
McCollum, Tim	Social Studies
Mitchell, Nancy	Special Education
Morrissey, Michael	Physical Education
Nache, Elizabeth	Art
Nelson, Tamara	Special Education
Peterson, Rebecca	Social Studies
Pfaff, Wendy	Mathematics
Phelps, Darren	Physical Education
Replinger, Stacey	Art
Schilb, Lindsay	Mathematics
Taylor, Sean	Social Studies
Taylor, Tauwon	Art
Thompson, Dan	Mathematics
Thompson, Todd	Industrial Technology
Vanherzeele, Holly	Special Education
VanVooren, Larry	Social Studies
Wesemann, Lori	Mathematics

C. Appointment to Differential Assignment

- 1) the appointment of the following named certified staff member to a differential assignment for the 2021-2022 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Feller, Jared	Head Grade 7 Boys Track	Wilson
Teed, Jace	Therapy Dog Program (0.25)	Jane Addams
Teed, Sarah	Therapy Dog Program (0.25)	Hamilton

- 2) the appointment of the following named certified staff member to a differential assignment for the 2022-2023 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Garcia, Ellen	PE/Driver's Ed Department Chair	High School

- 3) the appointment of the following named non-certified staff member to a differential assignment for the 2021-2022 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Westerlund, Eric	Head Grade 8 Boys Track	John Deere

- 4) the appointment of the following named non-certified staff member to a differential assignment for the 2022-2023 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Tyson, Alex	Head Grade 7 Boys Basketball	Wilson

D. Resignation from Differential Assignment

- 1) the resignation of the following named certified staff member from a differential assignment for the 2021-2022 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Schieberl, Kyle	Head Grade 7 Boys Track	Wilson

- 2) the resignation of the following named certified staff member from a differential assignment for the 2022-2023 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Rasche, Lincoln	Head Grade 7 Boys Basketball	Wilson
Schilb, Lindsay	Head Varsity Girls Golf	High School

- 3) the resignation of the following named non-certified staff member from a differential assignment for the 2022-2023 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Tyson, Alex	Head Grade 8 Boys Basketball	Wilson

E. Approval of Family Medical Leave Act – Certified Staff

that the Board of Education grant approval of a Family and Medical Leave for the following certified staff member:

<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Location</u>	<u>Date</u>
Hill, Jerry	Cross Categorical Special Ed	John Deere		Beginning 01/18/22 and lasting until 04/21/22

F. Resignation for the Purpose of Retirement – Certified Staff

the resignation for the purpose of retirement of the following named certified staff members effective at the end of the 2025-2026 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Ford, Sharon	Language Arts	Wilson
Johnson, Betsey	Social Worker	Jane Addams

G. Resignation/Termination – Certified Staff

the resignation/termination of the following named certified staff member effective June 30, 2022:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Ryerson, Tom	Director for Instructional Programming	Allendale

H. Employment – Educational Support Personnel

1) the employment of the following named educational support personnel for the 2021-2022 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Colclasure, Riley	Student Worker – Help Desk	High School	02/15/22
Lopez Villagomez, Martha	Lunchroom Aide	Franklin	02/15/22
McCrea, Vicki	Reading/Math Interventionist	Lincoln-Irving	02/08/22
Meneses, Maria	Lunchroom Aide	Franklin	02/15/22
Mitchell, Cecelia	Library Paraprofessional	Hamilton/Franklin	02/10/22
Paredes, Maria	Lunchroom Aide	John Deere	02/07/22
Smith, Stacey	Special Ed Para	Franklin	02/02/22
Trapicus, Parker	Student Worker - Help Desk	High School	02/15/22
Williams, Elizabeth	Special Ed Para	Logan	02/01/22

2) the employment of the following named educational support personnel for the 2021-2022 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Nagpal, Meenu	Bilingual Paraprofessional	Jane Addams	02/07/22

3) the temporary employment of the following named substitute educational support personnel for the 2021-2022 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Position</u>
Hoyt, Mark	Summer Mower
Khan, Hajira	Classroom Paraprofessional
Mitchell, Cecelia	Classroom Paraprofessional
Riner, Tabitha	Classroom Paraprofessional
Spindel, Bailey	Classroom Paraprofessional

- 4) the temporary employment of the following named non-staff member as an interpreter for the remainder of the 2021-2022 school year with wages in accordance with district schedules:

Dim, Man Sian

I. Approval of Temporary Special Education Program Paraprofessional

that the Board of Education approve a temporary 29.75 hour per week special education program paraprofessional position at Bicentennial Elementary School for the remainder of the 2021-2022 school year. **See Exhibit A.**

J. Approval of Intermittent Family Medical Leave Act – Educational Support Personnel

that the Board of Education grant approval of an Intermittent Family and Medical Leave for the following educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	Effective <u>Date</u>
Oetgen, Debra	1 st Shift Custodian	Butterworth	Beginning April 1, 2022 and lasting intermittently for approximately 60 days

K. Acceleration of Resignation for the Purpose of Retirement – Educational Support Personnel

the acceleration of the previously approved resignation for the purpose of retirement of the following named educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	Effective <u>Date</u>
VanVoltenburg, Kim	General Maintenance	Warehouse	06/30/22

L. Resignation/Termination – Educational Support Personnel

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	Effective <u>Date</u>
Porembski, Kim	Library Paraprofessional	High School	02/01/22

M. Payments for Board Approval

approval of payments:

Fund 1 Educational	1,932,747.54
Fund 2 Operations & Maintenance	166,693.46
Fund 3 Debt Service	5,512,221.30
Fund 4 Transportation	15,390.41
Fund 5 Retirement	189,756.14
Fund 6 Capital Projects	319,218.13
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	6,326.52
Fund 9 Life Safety Code	7,020.74
Fund 10 Group Insurance	964,796.32
Fund 11 Student Activity	8,022.98
TOTAL	9,122,193.54

See Exhibit B.

N. Freedom of Information Act Requests

A Freedom of Information Act Request was received from KWQC-TV requesting any and all incident reports involving a student making a threat of violence and/or acting out on violence towards a teacher or another student between January 24, 2018 and January 24, 2022. The District has responded to this request.

O. Acceptance of Gift

- 1) A donation in the amount of \$41,000 from the Churchill Family Charitable Foundation to establish the Churchill Family Scholarship Fund within the Moline-Coal Valley School District.
- 2) A donation in the amount of \$155,000 from Lowell N. Johnson Charitable Foundation to establish the Lowell N. Johnson Scholarship Fund within the Moline-Coal Valley School District.
- 3) A donation in the amount of \$5,000 from the Lowell N. Johnson Charitable Foundation as a contribution to fine arts enhancement for students in pre-K through 12th grade.
- 4) A donation in the amount of \$20,000 from the Lowell N. Johnson Charitable Foundation as a contribution to the Moline-Coal Valley School District.

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

- 1) Logan Elementary gymnasium on Tuesdays and Thursdays beginning Tuesday, February 22, 2022 through March 31, 2022 from 5:45 p.m. until 6:45 p.m. by the Quad City Elite Soccer Club for indoor soccer practice. Compensation to be received in the amount of \$30 per hour. If custodial fees are required as a result of their program, they will be billed an additional \$52 per hour.
- 2) Moline High School PE Facility on Saturday, February 26, 2022 from 8:00 a.m. until 10:30 a.m. by the Moline Police Department for police applicant training. Compensation to be received only for custodial services required as a result of their program.
- 3) John Deere Middle School on Tuesdays and Thursdays from 7:30 p.m. until 9:00 p.m. and Wilson Middle School on Mondays, Wednesdays, and Thursdays from 7:30-9:00 p.m. from March 3 through March 17, 2022 by the Moline Youth Basketball Group. Compensation to be received only for custodial services required as a result of their program.

Q. Approval to Purchase

that the Board of Education approve the purchase of 1,250 Chromebooks for the 2022-2023 school year for Kindergarten and Grade 1 from CDW-G, Vernon Hills, Illinois, for a total cost of \$356,200. **See Exhibit C.**

R. Award of Bid

- 1) that the Board of Education award the bid, as shown, for MHS A-Wing Locker Room Abatement to the lowest qualified bidder, Abel Plus Services, Gilberts, Illinois for \$26,000, and to engage services with Morland Environmental Services, Woodhull, Illinois, for on-site air sampling and reporting in the amount not to exceed \$10,200. **See Exhibit D.**
- 2) that the Board of Education award the bid, as shown, for Jane Addams/Butterworth Asbestos Abatement (HVAC) to the lowest qualified bidder, Iowa Illinois Taylor Insulation, Davenport, Iowa for \$35,500, and to engage services with Moreland Environmental Services, Woodhull, Illinois, for on-site air sampling and reporting in the amount not to exceed \$7,000. **See Exhibit E.**

S. Engage Services

that the Board of Education engage the services of FIRST Educational Resources - Learner FIRST Math Center, Winneconne, Wisconsin, to provide professional development for our secondary math teachers at a cost of \$3,200. **See Exhibit F.**

A motion was made by Andrew Waeyaert, seconded by Maria S. Trigueros, that the Board of Education accept the items contained in Consent Agenda Items A through S as presented.

Ayes: Kate Schaefer, Maria S. Trigueros, Andrew Waeyaert, Audrey Adamson, Justin Anderson, Chet DeSmet, Erin Waldron-Smith

Nays: None

APPROVAL OF SCHOOL YEAR 2022-2023 AND 2023-2024 CALENDARS

A motion was made by Audrey Adamson, seconded by Andrew Waeyaert, that the Board of Education approve the 2022-2023 and 2023-2024 District calendars as presented. **See Exhibit G.**

Ayes: Maria S. Trigueros, Andrew Waeyaert, Audrey Adamson, Justin Anderson, Chet DeSmet, Kate Schaefer, Erin Waldron-Smith

Nays: None

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE MOLINE FOUNDATION – CTE EDUCATION CAREER PATHWAY GRANT

A motion was made by Andrew Waeyaert, seconded by Kate Schaefer, that the Board of Education approve the Memorandum of Understanding with The Moline Foundation for the Career and Technical Education (CTE) Education Career Pathway grant. **See Exhibit H.**

Ayes: Maria S. Trigueros, Andrew Waeyaert, Audrey Adamson, Justin Anderson, Chet DeSmet, Kate Schaefer, Erin Waldron-Smith

Nays: None

ADOPTION OF REGISTERED APPRENTICESHIP PROGRAM WITH THE DEPARTMENT OF LABOR

A motion was made by Chet DeSmet, seconded by Kate Schaefer, that the Board of Education approves the adoption of a registered apprenticeship program with the Department of Labor that includes welding. **See Exhibit I.**

Ayes: Andrew Waeyaert, Audrey Adamson, Justin Anderson, Chet DeSmet, Kate Schaefer, Maria S. Trigueros, Erin Waldron-Smith

Nays: None

REPORTS, REQUESTS AND OPEN DISCUSSION

Superintendent's Report

Dr. Rachel Savage, Superintendent of Schools, noted that students will have half day of school Thursday with conferences in the afternoon and evening and no school on Friday due to parent teacher conferences. Also, Monday the school district will be closed for President's Day.

Open Discussion

Ms. Waldron-Smith thanked Roosevelt for hosting the meeting tonight.

A motion was made by Andrew Waeyaert, seconded by Kate Schaefer, all in favor, that the Board of Education meeting be adjourned. Time: 6:52 p.m.

President

Secretary

4. Communications, Public Comment and Participation

5. Consent Agenda

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

5. **Consent Agenda**

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

A. Approval of Appointment to Position of Assistant Principal at John Deere Middle School

that the Board of Education approve the appointment of Derek Zabransky to the position of Assistant Principal at John Deere Middle School, effective for the 2022-2023 school year.

B. Employment – Educational Support Personnel

- 1) the employment of the following named educational support personnel for the 2021-2022 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Dyar, Kali	Reading and Math Interventionist	Washington	02/22/22
Waydeman, Patricia	Lunchroom Aide	Franklin	02/15/22

- 2) the temporary employment of the following named educational support personnel for the 2021-2022 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Spindel, Bailey	Classroom Paraprofessional	Bicentennial	02/14/22

- 3) the temporary employment of the following named substitute educational support personnel for the 2021-2022 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Position</u>
Rojas Martinez, Carmen	Breakfast/Lunchroom Aide

- 4) the temporary employment of the following named non-staff member as an interpreter for the remainder of the 2021-2022 school year with wages in accordance with district schedules:

<u>Name</u>	<u>Language(s)</u>
Evu, Lydia	Ewe
Haimound, Zineb	Arabic & French

C. Approval of Family Medical Leave Act – Educational Support Personnel

that the Board of Education grant approval of a Family and Medical Leave for the following educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Cruz, Morgan	Special Ed Paraprofessional	Hamilton	Beginning 02/16/22 and lasting until approximately 05/18/22

D. Payments for Board Approval

approval of payments:

Fund 1 Educational	158,679.71
Fund 2 Operations & Maintenance	134,259.84
Fund 3 Debt Service	0.00
Fund 4 Transportation	115,309.96
Fund 5 Retirement	0.00
Fund 6 Capital Projects	0.00
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	211.69
Fund 9 Life Safety Code	29,284.58
Fund 10 Group Insurance	0.00
Fund 11 Student Activity	<u>5,103.02</u>
TOTAL	442,848.80

See Attachment No. 1.

E. Freedom of Information Act Requests

- 1) A Freedom of Information Act Request was received from Jessica R. Miller requesting copies of various bond information and policies, and various insurance information policies. The District has responded to this request.
- 2) A Freedom of Information Act Request was received from Becky Goss requesting a copy of the surety bonds of the Moline-Coal Valley School District School Board members. The District has responded to this request.
- 3) A Freedom of Information Act Request was received from Derek Johnson requesting copies of communications of Superintendent Dr. Rachel Savage including but not limited to emails, phone records, and texts between the period of February 4, 2022 and February 7, 2022. The District has responded to this request.

F. Acceptance of Gift

A grant in the amount of \$5,000 from Quad Cities Community Foundation from the James and Michelle Russell Charitable Fund to be used to support Bicentennial Elementary School.

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

- 1) Bicentennial Elementary fields for baseball practices and scrimmages by the QC Angels 10u from March 1, 2022 through July 31, 2022. Compensation to be received only for custodial services required as a result of their program. If necessary, custodial fees will be billed at \$52/hour.
- 2) Bicentennial Elementary fields for softball practices and scrimmages by the Moline Little League Softball from March 1, 2022 through August 31, 2022. Compensation to be received only for custodial services required as a result of their program. If necessary, custodial fees will be billed at \$52/hour.
- 3) Bicentennial Elementary fields for baseball practices and scrimmages by the Moline Blackhawks from March 1, 2022 through October 31, 2022. Compensation to be received only for custodial services required as a result of their program. If necessary, custodial fees will be billed at \$52/hour.
- 4) Moline High School cafeteria for umpire clinic by the Quad City Officials Association (QCOA) on Saturday, March 12, 2022 from 9:00 a.m. until 1:00 p.m. Compensation to be received only for custodial services required as a result of their program. If necessary, custodial fees will be billed at \$52/hour.

H. Engage Services

- 1) that the Board of Education engage the services of Gerry Brooks from Lexington, Kentucky, on January 3, 2023 to conduct an all staff professional development on creating positive personal climate and culture in the workplace at a cost of \$11,500. **See Attachment No. 2.**
- 2) that the Board of Education engage the services of the Illinois Association of School Administrators, Springfield, Illinois, to conduct the June 3, 2022, Administrator Academy on The Power of Positive Leadership at a cost not to exceed \$5,000. **See Attachment No. 3.**

I. Approval to Purchase

that the Board of Education approve the renewal purchase of 137 T-Mobile Internet HotSpots from T-Mobile, Albuquerque, New Mexico, for an annual cost of \$26,567.04. **See Attachment No. 4.**

J. Approval of Student Teaching Agreement with Upper Iowa University

that the Board of Education approve the student teaching agreement between Upper Iowa University and the Moline-Coal Valley School District No. 40 for the 2022-2023 school year. **See Attachment No. 5.**


K. Approval to Amended Professional Services Agreement

- 1) that the Board of Education approve the Amendment #1 to the Professional Services agreement with Shive Hattery, Moline, Illinois, as identified, for Jane Addams, Butterworth, and Logan Elementary Schools for air quality improvement, for an increase in the amount of \$19,919.25. **See Attachment No. 6.**
- 2) that the Board of Education approve Amendment #2 to the Professional Services Agreement with Shive Hattery, Moline, Illinois, as identified, for Jane Addams, Butterworth, and Logan Elementary Schools for air quality improvement, for an increase in the amount of \$37,900. **See Attachment No. 7.**

L. Engage Services

that the Board of Education engage the services of Shive-Hattery, Moline, Illinois, for architectural service for electrical and lighting systems at John Deere Middle School and Wilson Middle School, at a cost not to exceed \$29,300. **See Attachment No. 8.**

TO: Members of the Board of Education

FROM: Dr. Brian Prybil, Assistant Superintendent for Elementary Teaching and Learning 

DATE: February 24, 2022

SUBJECT: Engage Services – Gerry Brooks - Professional Development Keynote Speaker for January 3, 2023

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


Action Necessary: Board approval to award the January 3, 2023, professional development keynote speaker services contract to Gerry Brooks.

Facts: The district has identified the need for a professional development keynote speaker for all staff on January 3, 2023. Gerry Brooks is a veteran educator in Lexington, Kentucky, but he has spoken to educational groups all around the nation. His educational experience includes 6 years in the classroom, 2 years as an intervention specialist, and 12 years as an administrator. He is a passionate public speaker whose focus is on encouraging and helping teachers improve their instructional abilities through personal climate and culture strategies. He also has a desire to help administrators focus on successfully leading their staff in a positive and constructive manner.


Cost: The cost for this professional development keynote speaker will be \$11,500 and will be paid from the Federal Title grants.

Recommended Action: That the Board of Education engage the services of Gerry Brooks from Lexington, Kentucky, on January 3, 2023, to conduct an all staff professional development on creating positive personal climate and culture in the workplace at a cost of \$11,500.

Approved for Submission to the Board of Education


Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

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

DATE: February 24, 2022

SUBJECT: Engage Services - Illinois Association of School Administrators (IASA) - Administrator Academy on The Power of Positive Leadership

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

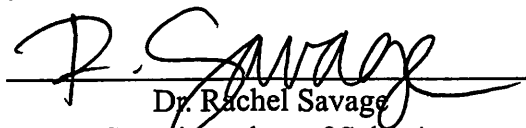
Action Necessary: Approval to contract Administrator Academy services with the IASA for The Power of Positive Leadership.

Facts: When planning the required annual Administrator Academy for 2022, increasing positive leadership skills was identified as a professional development need to support the vision of the district and work of principals. With the continued issues created through the pandemic, paying careful attention to positive leadership skills and activities helps all stakeholders. IASA specializes in a number of educational professional development services and has provided successful services to the district in the past. For this contract, IASA is going to provide an Administrator Academy on positive leadership practices. By using IASA to provide an Administrator Academy on The Power of Positive Leadership, it correlates with the needs of our administrators to lead future work with staff and adheres to the Illinois requirement of annual Administrator Academies. This Administrator Academy will occur on June 3, 2022.


Cost: The cost for this professional development will not exceed \$5,000 and will be paid from the Federal Title grant.

Recommended Action: That the Board of Education engage the services of the Illinois Association of School Administrators, Springfield, Illinois, to conduct the June 3, 2022, Administrator Academy on The Power of Positive Leadership at a cost not to exceed \$5,000.

Approved for Submission to the Board of Education


Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

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

DATE: February 24, 2022

SUBJECT: Renewal Purchase of T-Mobile Internet HotSpots for Families - T-Mobile

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

Action Necessary: Approval to renew the T-Mobile agreement for 137 hotspots.

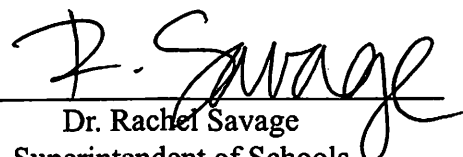
Facts: The District partners with T-Mobile as part of its Project 10Million program to provide mobile hotspots for families that do not have internet connectivity due to the availability of services or the monthly cost. T-Mobile, which provides unlimited data per line for \$15 per month, has extended its Project 10Million program for another year. Continuing this partnership ensures that students in need will continue to have access to quality internet services at home.

The T-Mobile HotSpots are a good choice as they provide an administrative portal that allows us to track usage, manage lines, and swap out failed hardware.

Cost: T-Mobile's Project 10Million plan is \$15 per month for a 12-month term, and they do not assess a fee for the Internet hotspot hardware. The total annual cost for 137 devices is \$26,567.04, which includes federal regulatory fees. This cost has already been allocated from the Title I Federal Grant.

Recommended Action: That the Board of Education approve the renewal purchase of 137 T-Mobile Internet HotSpots from T-Mobile, Albuquerque, New Mexico, for an annual cost of \$26,567.04.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools



This contract is made and entered into by and between Upper Iowa University and the Moline Coal Valley School District 40 in Moline, Illinois.

1. Upper Iowa University and the above district agree to cooperate in student teaching assignments during the 2022-2023 school year.
2. The student teacher placed in your district will receive regular visits and professional support from a university student teaching supervisor.
3. The student teacher has had presentations on mandatory child abuse reporting and blood borne pathogens. Each student has been accepted into the Teacher Education Program at Upper Iowa University and has met the requirements to be eligible for student teaching.
4. Upper Iowa University agrees to assign a student teacher with administrative approval from your school. An individual contract will be written specifically for the student teacher. The contract will be filed with you and with Upper Iowa University.
5. Iowa Code 2003 Supplement: Section 272.27: Students actually teaching or engaged in preservice licensure activities in a school district under the terms of such a contract are entitled to the same protection, under section 670.8, as is afforded by that section to officers and employees of the school district, during the time they are so assigned.

A student teacher may not act as a substitute teacher. The student teacher may, however, continue teaching in the absence of the cooperating teacher if a certified substitute is present. It is understood that the student teacher may conduct classes without the cooperating teacher in the classroom, however, the cooperating teacher should be readily available to the student teacher. Teachers of record with a Class B license are exceptions to this status.

6. Upper Iowa agrees to provide reimbursement to the cooperating District. The Cooperating Teacher/District may elect to receive the sum of \$160 for each eight weeks the student teacher is assigned with payment to be made at the conclusion of the student teaching assignment. If a student teacher withdraws before completing one-half of the assignment, the payment will be one-half of the weeks originally assigned.
7. Signatures indicate mutual acceptance of this contract.

Dr. Billie Cowley
Dr. Billie Cowley, Dean
Andres School of Education
Date 2/11/2022

Date _____

TO: Members of the Board of Education

FROM: Dave McDermott, Chief Financial Officer *DMcD.*
Keith Karstens, Director of Facilities

DATE: February 24, 2022

SUBJECT: Amendment #1, Professional Services Agreement - Jane Addams, Butterworth,
and Logan HVAC

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

Action Necessary: Board of Education approval is requested.

Facts: As part of the ESSER/CARES funding, the Board approved air quality improvements for six buildings. More specifically, three of the six, Jane Addams, Butterworth and Logan Elementary buildings are scheduled to receive air quality improvements (i.e., HVAC) during the summer of 2022. Recall, the Board of Education approved Shive-Hattery for architectural services at the April 26, 2021 meeting.

As part of the District's desire to improve air quality at the above schools, staff worked quickly and efficiently in an attempt to create a design to meet the very aggressive timelines. Without a quick initial design, the purchase and delivery of equipment (e.g., chillers/uninvents) would not be possible for summer construction. With that said, additional architectural services and design changes resulted in extra costs. Therefore, it is the recommendation of the administration that the Board of Education approve the amendment to the professional services agreement with Shive-Hattery from the original cost of \$787,000 to \$806,919.25, an increase of \$19,919.25.

Cost: The cost is an increase of \$19,919.25, which will be supported with federal ESSER/CARES funds.

Recommended Motion: That the Board of Education approve the Amendment #1 to the Professional Services Agreement with Shive Hattery, Moline, Illinois, as identified, for Jane Addams, Butterworth, and Logan Elementary Schools for air quality improvement, for an increase in the amount of \$19, 919.25.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

FROM: Dave McDermott, Chief Financial Officer *DMS.*
Keith Karstens, Director of Facilities

DATE: February 24, 2022

SUBJECT: Amendment #2, Professional Services Agreement - Jane Addams, Butterworth,
and Logan HVAC

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

Action Necessary: Board of Education approval is requested.

Facts: As part of the ESSER/CARES funding, the Board approved air quality improvements for six buildings. More specifically, three of the six, Jane Addams, Butterworth and Logan Elementary buildings are scheduled to receive air quality improvements (i.e., HVAC) during the summer of 2022. Recall, the Board of Education approved Shive-Hattery for architectural services at the April 26, 2021 meeting.

After reviewing the final design for outdoor chiller placement at Jane Addams Elementary, the administration is seeking alternative locations due to student safety and supervision issues. The initial placement had the chiller approximately forty feet off the northwest center of the building. To further complicate the placement, the chiller requires an eight feet concrete block wall surrounding the chiller due to resident environmental noise regulations. This places a 22 x 27 foot by 8 foot high sound structure directly next to the playground. After a site visit by the Superintendent, Principal, CFO, Director of Facilities, and Russell staff for review of the initial plan placement and discussion of safety and supervision issues, the administration asked for placement options closer to the north ravine or preferably on the roof the school.

The initial planned chiller locations for Butterworth Elementary and Logan Elementary have no issues. At Butterworth, the chiller location is planned for the northwest portion of the property. The placement is on the opposite side of the playground, similar to the Franklin Elementary chiller location. At Logan, the chiller location is on the roof. Since the Professional Services Agreement is associated with all three schools, Jane Addams, Butterworth, and Logan HVAC project, the total Agreement needs to be amended.

These optional placement requests resulted in additional architectural services and design costs needed for potentially relocating the chiller. Therefore, it is the recommendation of the administration that the Board of Education approve the amendment to the professional services agreement with Shive-Hattery from the original cost of \$806,919.25 to \$844,819.25. This is an increase of \$37,900.

Cost: The cost is an increase of \$37,900, which will be supported with federal ESSER/CARES funds.


Recommended Motion: That the Board of Education approve the Amendment #2 to the Professional Services Agreement with Shive Hattery, Moline, Illinois, as identified, for Jane Addams, Butterworth, and Logan Elementary Schools for air quality improvement, for an increase in the amount of \$37,900.

Approved for Submission to the Board of Education

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

Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

FROM: Dave McDermott, Chief Financial Officer 
Keith Karstens, Director of Facilities

DATE: February 24, 2022

SUBJECT: Engage Services - John Deere and Wilson Middle Schools Auditorium
Electrical Systems and Lighting

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

Action Necessary: Board of Education approval is requested.

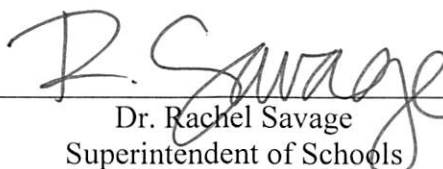
Facts: The John Deere Middle School auditorium electrical system needs to be upgraded due to age and condition. The stage lighting and controllers are in very poor condition and there are increasing electrical issues. Additionally, the stage lighting at Wilson Middle School needs replacement, including replacement of manual lighting winches that are original equipment installed in 1968. The Board of Education approved these upgrades at the January 28, 2019 meeting; however, the construction costs exceeded the budget and other priorities took precedent.

Action at this time is to approve design services which will allow completion of the design/bid documents and construction services for the project. The system upgrades for John Deere will be completed in the summer of 2022. The system upgrades for Wilson will be completed in the summer of 2023. These total project costs are supported as part of this year and next year's \$500,000 annual maintenance expenses for the RI County School Facilities Tax (i.e., 1%) revenues. Therefore, it is the recommendation of the administration that the Board of Education engage the services of Shive-Hattery for the electrical and lighting systems at John Deere Middle School and Wilson Middle School.

Cost: The cost for this project is \$29,300. These expenses will be paid from Capital Projects (Fund 6) through the RI County School Facilities Tax (1%) revenues.

Recommended Motion: That the Board of Education engage the services of Shive-Hattery, Moline, Illinois, for architectural service for electrical and lighting systems at John Deere Middle School and Wilson Middle School, at a cost not to exceed \$29,300.

Approved for Submission to the Board of Education




Dr. Rachel Savage
Superintendent of Schools

6. Resolution to Approve Tentative Amended Budget for Public Display and to Establish a Public Hearing Date

27

Recommended Motion: that the Board of Education receive the Amended Budget for the 2021-2022 Fiscal Year, place the Amended Budget on public display and set April 11, 2022 at 6:00 p.m. as the date and time of the public hearing to be held at the Coolidge Professional Development Room, 3430 Avenue of the Cities, Moline, Illinois, as presented and as listed. **See Attachment No. 9.**

TO: Members of the Board of Education

FROM: Dave McDermott, Chief Financial Officer 

DATE: February 24, 2022

SUBJECT: Resolution to Approve Tentative Amended Budget for Public Display and to Establish a Public Hearing Date

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

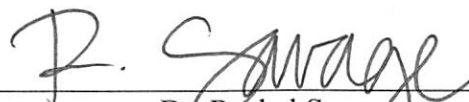
Action Necessary: That the Board of Education approve the Resolution of the tentative Amended Budget for Public Display and establish a Public Hearing Date for the 2021-2022 Annual Amended Budget.

Facts: Pursuant to Section 17-1 of the *School Code*, 105 ILCS 5/17-1, the Administration has successfully prepared a tentative amended budget to adopt and file with the State Board of Education; and the Board designates an individual to prepare a tentative amended budget for the fiscal year and must schedule and hold a public hearing prior to final action on the tentative amended budget; and the tentative amended budget must be made conveniently available to the public at least thirty (30) days prior to final action thereon; and proper notice of a tentative amended budget's availability for public inspection and of the public hearing shall be published in a newspaper in the School District at least thirty (30) days prior to the public hearing. In order to comply with Section 17-1 of the *School Code* budget process, it is the recommendation of the administration that the Resolution be adopted by the Board of Education.

Cost: As presented.

Recommended Action: That the Board of Education receive the Amended Budget for the 2021-2022 Fiscal Year, place the Amended Budget on public display and set April 11, 2022 at 6:00 p.m. as the date and time of the public hearing to be held at the Coolidge Professional Development Room, 3430 Avenue of the Cities, Moline, Illinois, as presented and as listed.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

**RESOLUTION
OF THE BOARD OF EDUCATION OF
MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40
ROCK ISLAND COUNTY, ILLINOIS
FOR THE PREPARATION OF AND A HEARING ON AN AMENDED BUDGET**

WHEREAS, the Board of Education (hereinafter “Board”) of Moline-Coal Valley School District No. 40, Rock Island County, Illinois (hereinafter “School District”) is authorized by Section 17-1 of the *School Code*, 105 ILCS 5/17-1, to adopt and file with the State Board of Education an annual balanced budget before or within the first quarter of its fiscal year; and

WHEREAS, on the 26th day of July, 2021, the Board adopted a budget for the fiscal year which commenced on July 1, 2021, and will end on June 30, 2022, which budget was filed with the Illinois State Board of Education and the Rock Island County Clerk; and

WHEREAS, the Board is authorized by Section 17-1 of the *School Code* to amend such budget by the same procedure as provided by Section 17-1 for the original adoption of the budget; and

WHEREAS, pursuant to Section 17-1 of the *School Code*, the Board must designate a person to prepare a tentative amended budget for the forthcoming fiscal year; and

WHEREAS, pursuant to Section 17-1 of the *School Code*, the Board must hold a public hearing prior to final action on a tentative amended budget; and

WHEREAS, pursuant to Section 17-1 of the *School Code*, a tentative amended budget must be made conveniently available to the public at least thirty (30) days prior to final action thereon; and

WHEREAS, pursuant to Section 17-1 of the *School Code*, notice of a tentative amended budget’s availability for public inspection and of the public hearing shall be published in The Dispatch at least thirty (30) days prior to the public hearing.

NOW THEREFORE, Be it Resolved by the Board of Education of Moline-Coal Valley School District No. 40, Rock Island County, Illinois, as follows:

Section 1. The Superintendent of the School District, or designee, is hereby authorized to prepare a tentative amended budget for the fiscal year which commenced on July 1, 2021, and ends on June 30, 2022.

Section 2. The Secretary of the Board shall make such tentative amended budget conveniently available for public inspection at least thirty (30) days prior to the April 11, 2022, Board meeting at which a public hearing shall be held.

Section 3. The Secretary of the Board shall cause to be published in The Dispatch, notice of the availability of the tentative amended budget for public inspection and of the public hearing on the tentative amended budget, at least thirty (30) days prior to the April 11, 2022, public hearing on tentative amended budget.

Section 4. The Board shall hold a public hearing on the tentative amended budget at its meeting on April 11, 2022.

Section 5: This Resolution shall be in full force and effect upon its adoption.

ADOPTED this 28th day of February, 2022, by the following votes:

AYES: _____

NAYS: _____

ABSENT: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

7.Approval of Moline-Coal Valley School District's Discipline Improvement Plan


Recommended Motion: that the Board of Education approve the Moline-Coal Valley School District's Discipline Improvement Plan, as presented. **See Attachment No. 10.**

8.Approval of Intergovernmental Agreement

31

Recommended Motion: that the Board of Education approve the Intergovernmental Agreement with the City of Moline for student internship opportunities. **See Attachment No. 11.**

TO: Members of the Board of Education

FROM: Dr. Rachel Savage, Superintendent of Schools
Dr. Matt DeBaene, Assistant Superintendent for Secondary Teaching and Learning 

DATE: February 24, 2022

SUBJECT: Approval of Intergovernmental Agreement with the City of Moline for Student Interns

Reason for Board Consideration: Board of Education approval is required in intergovernmental agreements.

Action Necessary: Approval of an Intergovernmental Agreement with the City of Moline to allow student interns.

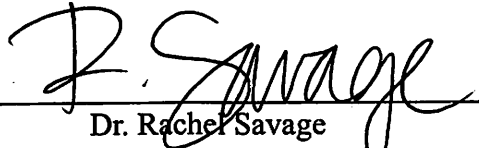
Facts: The goal of this Intergovernmental Agreement is to increase the work-readiness experiences for interested Moline High School students by offering a multifaceted internship program with various departments within the City of Moline and to increase a viable applicant pool for future positions and careers within the City of Moline.

Through this Intergovernmental Agreement between the Moline-Coal Valley School District and the City of Moline, a three-tiered set of work-readiness experiences with the City of Moline would be offered to interested Juniors and Seniors attending Moline High School. The experiences would include exposure to six different city departments, the completion of certain work-readiness certifications, résumé and job interview preparation and support, fast-track transition to identified programs at BlackHawk College, and the possibility for future full-time paid employment with the City of Moline.

Cost: There is no cost for adopting this Intergovernmental Agreement with the City of Moline.

Recommended Action: That the Board of Education approve the Intergovernmental Agreement with the City of Moline for student internship opportunities.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOLINE AND
MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40
REGARDING THE INTERNSHIP PROGRAM**

This Intergovernmental Agreement (“**Agreement**”) is made as of the date the last of the undersigned parties executes it (“**Effective Date**”), by and between the City of Moline, an Illinois home rule municipal corporation (“**City**”) and the Moline Coal Valley School District No. 40, an Illinois body corporate and politic (“**School District**”). Collectively, the City and the School District may, for convenience purposes only, be hereinafter referred to as the “**Parties**” or, either individually, as a “**Party**.”

RECITALS

WHEREAS, the City is an Illinois home rule municipal corporation located in the City of Moline, Rock Island County, Illinois, and having its principal office at 619 16th Street, Moline, Illinois 61265; and

WHEREAS, the School District is an Illinois school district located in the City of Moline, Rock Island County, Illinois, duly organized, existing and created under the laws of the State of Illinois, having the rights, powers and authority set forth in the Illinois School Code, 105 ILCS 5/1 *et seq.*, and other statutes of the State of Illinois, and having its principal office at 619 11th Avenue, Moline, Illinois 61265; and

WHEREAS, the School District operates, *inter alia*, Moline High School (“**School**”), located at 3600 Avenue of the Cities, Moline, IL 61265; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Parties are mutually desirous of collaborating to establish an internship program, generally described as providing exposure to, education, training, and seasonal paid internship opportunities across a variety of trades-related disciplines within the City’s Public Works, Engineering and Utilities Departments for participating junior and senior students attending or recently graduated from the School through an incremental, three-tiered set of work-readiness experiences at the City, subject to the terms and conditions in this Agreement and as more particularly set forth herein (collectively, the “**Internship Program**”); and

WHEREAS, the Internship Program is of mutual interest to the City and the School District, and is consistent with the instructional, scholarship and skills-training objectives of the School District and the City’s desire to encourage students to explore and consider careers in the trades;

WHEREAS, the Parties desire the Internship Program to occur on City Property, be funded by the City, and be subject to the term and conditions of this Agreement; and

WHEREAS, the City and the School District have concluded that it is in the best interests of the Parties to enter into this Agreement to make clear all duties, obligations and rights between the Parties with respect to the Internship Program; and

WHEREAS, the Parties intend that the foregoing Recitals be incorporated into, and be deemed material and integral terms, conditions and provisions of this Agreement.

NOW THEREFORE, in consideration of the premises, mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The statements, representations, covenants and recitations set forth in the foregoing recitals are integral and material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. **OVERVIEW AND PURPOSE OF THE INTERNSHIP PROGRAM.**
 - a. **Purpose.** The purpose of the Internship Program is to provide opportunities for participating School students to gain hands-on experience and build their resumes in a variety of fields while simultaneously enhancing the viable applicant pool for future jobs and careers within the City.
 - b. **Internship Program Description.** The Internship Program description is attached as Exhibit 1 to this Agreement and may be revised from time to time by the parties without further action by the City or the School District except if such revisions result in additional financial obligations to either party.
3. **EMPLOYMENT STATUS.** Each Student Intern shall remain an employee of the City at all times while participating in the program and working for the City. Student Intern hours of work may not exceed 1000 in any calendar year. The Student Intern shall be subject to the administration, supervision, and control of the City during the internship period. The City shall at all times be considered the Student Intern's employer and the City shall retain direction and control of the work and conduct of the Student Intern and shall be solely responsible for payment and provision to the Student Intern of compensation and any other benefits, including overtime, to which the Student Intern may be entitled as a temporary or seasonal employee of the City. The City is responsible for making necessary tax and other withholdings from the Student Intern's pay, and for making all necessary tax and other employment-related payments and filings. The Student Intern shall be covered by the City's worker's compensation insurance. The City may discharge any intern from employment for performance or behavior inconsistent with the program or employment with the City. The City will promptly notify the School District of its action and provide the basis for the decision to discharge.

4. **ACCESS TO RECORDS.**

- A. **Student Records.** The Parties acknowledge and agree that all student, personnel, medical, and School District-related business records generated by School District employees or students shall be the property of the School District and shall be maintained at the School District in accordance with all applicable State and Federal laws and regulations. The Parties agree to comply with all state and federal laws governing the handling of records, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 *et seq.*), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 *et seq.*), and all rules and regulations governing the release of student, personnel, and medical records. To the extent that the City has access to student records generated by the School District, it shall not divulge such records to any person or entity who is not a party to this Agreement without the School District's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.
- B. **City Records.** The Parties acknowledge and agree that all records generated by the Student Intern in connection with the performance of services under this Agreement shall be the property of the City and shall be maintained by the City in accordance with all state and federal laws and regulations governing the release of these records. In accordance with law, all records generated and maintained solely by the Student Intern and the City shall not constitute student records.

5. **TERMINATION.** Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this Agreement by mutual consent and agreement.

6. **INSURANCE.**

- A. The City and School District agree that they will each obtain and maintain, at all times during the term of the Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an "A-5" or better rating in the current edition of Best's Key Rating Guide, with contractual coverage containing agreements to defend, indemnify and hold harmless as set forth in the section below, and in no event will such policies have less than the following coverage:

- i. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars

(\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury and property damage.

- ii. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
- iii. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.
- iv. Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for all of its employees, in strict compliance with state law, and will be solely responsible for accounting for, reporting and paying all costs in connection therewith.

- B. Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party's self-insurance.
- C. All such policies in which either Party is a named insured shall name the other Party's members, employees, agents, and volunteers as additional insureds.
- D. The Parties shall furnish one another with certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement each year in which the Agreement is in effect.
- E. The policies shall provide that the policies will not be terminated, canceled or materially changed without ten (10) days advance written notice to the other Party to the Agreement. Any such payment made will be reimbursed by the other Party upon demand.

7. **MUTUAL INDEMNIFICATION.** To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, their governing Boards, members, officers, employees, agents, representatives and volunteers, in their individual and official capacities (collectively, "**Indemnitees**"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by Indemnitees arising from, incident to, connected with or growing out of any wrongful or negligent act or omission of the other Party, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "**Indemnitor**"), acting within the scope of their authority and related to the performance of this Agreement. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Parties and/or any of their respective officials, officers, employees, volunteers and or/agents. Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including

but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

8. **NOTICE.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered in duplicate at, the following address:

City of Moline
619 16th Street
Moline, Illinois 61265
ATTN: Bogdan Vitas, Jr., City Administrator

With a copy to: Margaret Kostopulos
Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603
Email: mkostopulos@ancelglink.com

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

Moline Coal Valley School District No. 40
619 11th Avenue
Moline, Illinois 61265
ATTN: XXXXXXXXXXXXXXXXXXXX

With a copy to: XXXXXXXXXXXXXXXXXXXX

9. **DURATION.** This Agreement shall be in effect from the date the last of the undersigned parties signs it and shall remain in effect until July 31, 2023 unless earlier terminated as provided herein. This Agreement will automatically renew for successive one (1) year periods beyond the date aforementioned unless otherwise terminated by either party as contained in Section 5 above.

10. **ASSIGNMENT.** Neither Party may assign or subcontract its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Furthermore, no assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
11. **WAIVER.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach thereof.
12. **GOVERNING LAW.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the circuit court of Rock Island County, Illinois.
13. **RIGHTS CUMULATIVE.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
15. **AMENDMENTS AND MODIFICATIONS.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
16. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
17. **HEADINGS NOT CONTROLLING.** The headings in this Agreement are for reference purposes only and shall not be construed as a part of this Agreement.
18. **RELATIONSHIP.** Nothing contained in this Agreement will be deemed to alter or modify the relationship between the Parties as it existed prior to the Effective Date of this Agreement, or to cause any Party to be responsible in any way for the actions, liabilities, debts, or obligations of the other Party in any manner other than as set forth explicitly in this Agreement.
19. **FURTHER ASSURANCES.** The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Agreement. All provisions of this Agreement shall

be carried out and discharged in full compliance with all applicable local, state and federal laws.

- 20. **SIGNATORIES**. The individuals whose signatures are affixed to this Agreement in a representative capacity represent and warrant that they are authorized to execute the Agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed.
- 21. **AUTHORITY TO EXECUTE**. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.
- 22. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.
- 23. **FACSIMILE SIGNATURES**. This Agreement shall be binding on the Parties through facsimile signatures.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed under the seals of their undersigned representatives with binding authority, as of the Effective Date:

CITY OF MOLINE

By: _____ Date: _____

Title: _____

MOLINE-COAL VALLEY SCHOOL DISTRICT NO.40

By: _____ Date: _____

Title: _____

9.Approval of the Alternative to Suspension Teacher Position

40

Recommended Motion: that the Board of Education approve the new Alternative to Suspension Teacher position for the beginning of the 2022-2023 school year. **See Attachment No. 12.**

TO: Members of the Board of Education

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

DATE: February 24, 2022

SUBJECT: Approval of the Alternative to Suspension Teacher Position

Reason for Board Consideration: Board of Education approval of new job description.

Action Necessary: Board approval to create the new Alternative to Suspension Teacher position.

Facts: Providing students options beyond out of school suspension improves outcomes for students, families, and the community. When students are removed from class, they often fall behind in their learning. Students may be unsupervised at home or in the community. During the Alternative to Suspension Program, students are removed from their traditional school environment and receive individualized learning opportunities to complete class work, missing assignments, tutoring, and counseling. Restorative practices are also used. Students discuss the reason for the suspension, behavior patterns, stressors, choices, and peer relationships. A formal re-entry process is utilized to assist students back into a normal school day.

Cost: This is a shifting of current staffing and job duties for the 2022-2023 school year. As such, there is no additional cost to the District education fund at the present time. This position will be implemented as part of the District's overall multi-year attrition plan.

Recommended Action: That the Board of Education approve the new Alternative to Suspension Teacher position for the beginning of the 2022-2023 school year.

Approved for Submission to the Board of Education

Dr. Rachel Savage
Superintendent of Schools

MOLINE-COAL VALLEY CUSD #40

Job Description – Moline High School Alternative to Suspension Teacher

Reports to: Moline High School Principal, or designee

Qualifications:

As set by State Licensure Authorities.

Job Goal:

Responsible for providing an educational atmosphere where students have the opportunity to fulfill their potential for intellectual growth and for organizing and implementing an instructional program that results in students achieving academic success in accordance with District and state policies and laws.

Duties and Responsibilities:

1. Adheres to the Board of Education policies and procedures.
2. Strives to implement by the performance of job responsibilities the district's philosophy of educational and instructional goals and objectives.
3. Makes adequate preparations for daily instruction including plans for substitutes.
4. Provides instruction to students assigned to the Alternative to Suspension program in their currently enrolled courses.
5. Communicates with students' teachers regarding assignments from enrolled classes.
6. Helps implement behavior and social-emotional instruction related to issues resulting in out-of-school suspension including restorative practices.
7. Keeps appropriate data related to students' performance during the Alternative to Suspension program and provides data to the home school.
8. Creates a classroom environment that is conducive to effective learning and appropriate to the maturity and interests of the students.
9. Helps assess student needs on a regular basis and collaborates with the other professional staff members at the school in helping students solve social-emotional and learning problems.
10. Assists in the re-entry process of students back into the normal school day.
11. Keeps faculty, principal, and supervisor informed about the program.
12. Provides feedback to the principal and supervisor.
13. Perform other duties as assigned.

10. **Transfer - Certified Staff**

Recommended Motion: that the Board of Education approve the elective transfer of Trista Sanders from the Principal position at Moline High School to the revised 10-month Coordinator of K-12 Instructional Programs position (formerly the 12-month Director for K-12 Instructional Programs), effective for the 2022-2023 school year.

11. **Reports, Requests and Open Discussion**

- A. Superintendent's Report
- B. Financial Reports

12. *****CLOSED SESSION*****

(to hold a discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06)

13. **Return to Open Session**

14. **Adjournment**

NOTICE OF NONDISCRIMINATION PRACTICES

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