

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, July 22, 2024, at the Bartlett Performing Arts Center (Black Box), 3600 Avenue of the Cities, Moline, Illinois 61265.

Dr. Matthew DeBaene
Secretary, Board of Education

AGENDA AND RECOMMENDATIONS

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

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

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1. Opening of Meeting - Roll Call

A. Approval of any Board of Education Member Participating Remotely

2. Recitation of Pledge of Allegiance

3. Approval of Minutes

A. Minutes of the Regular Meeting of the Board of Education of June 24, 2024.

Moline, Illinois, June 24, 2024
Minutes
Board of Education
School District No. 40

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

Roll Call

Members Present: Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Andrew Waeyaert

Member Absent: Erin Waldron-Smith

Student Member Present: None

Student Member Absent: Abigail Greenlee

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

APPROVAL OF MINUTES

The minutes of the Open Session of the Regular Board of Education Meeting of May 28, 2024 were presented for approval as presented.

A motion was made by Chet DeSmet, seconded by Audrey Adamson, all in favor, that the minutes of the Open Session of the Regular Board of Education meeting of May 28, 2024 be approved as presented and placed on file.

The minutes of the Closed Session of the Special Board of Education Meeting on May 22, 2024 were presented for approval as presented.

A motion was made by Audrey Adamson, seconded by Lindsey Hines, all in favor, that the minutes of the Closed Session of the Special Board of Education meeting of May 22, 2024 be approved as presented and placed on file.

COMMUNICATION, PUBLIC COMMENT AND PARTICIPATION

There was no public comment or communication.

PRESENTATION OF 2024-2025 SCHOOL YEAR BUDGET- MR. VINCE GALLO

Mr. Vince Gallo, Chief Financial Officer, presented the proposed 2024-2025 school year budget. Mr. Gallo stated that according to the School Code, the budget must be on public display for 30 days. The budget will be brought to the Board for approval at the August 12, 2024 Board of Education meeting. It must be submitted to the Illinois State Board of Education (ISBE) by September 15, 2024. The Annual Financial Report must be submitted to ISBE by October 15, 2024.

In regards to revenues by source budgeted, local revenues will be around \$87,594,419, state revenues at \$24,949,844, and federal revenues will be around \$12,289,986.

In regards to expenditures assumption the District will see an increase in staffing cost as the need for additional staff has increased, purchase services increase, utilities and supplies will increase due to inflation, and capital outlay will decrease as the District won't be incurring the millions of dollars of HVAC updates this coming year. The District has some capital projects upcoming which will include LED lighting, 10 Year Life Safety Survey, Lincoln-Irving preconstruction, the High School front entrance and welding shop, parking lots, concrete repairs, Horace Mann boiler, and preventative maintenance (heat pumps/HVAC, flooring).

The District's revenues and expenditures are staying on the same trajectory. The total ending fund balance for the 2025 year is projected to be \$119,309,982.

CONSENT AGENDA

The Board of Education considered Consent Agenda Items A through G1 and H through RR as well as Consent Item G2 as presented. The following item was pulled from the Consent Agenda to be considered as an individual item:

Item SS - Award of Bid - 2024 Parking and Playground Improvements

-The Board of Education considered Consent Agenda Items **A through G1 and H through RR** as presented:

A motion was made by Audrey Adamson, seconded by Chet DeSmet, that the Board of Education approve the actions contained in Consent Agenda Items A through G1 and H through RR as presented.

A. Employment – Certified Staff

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

Bainbridge, Brooke
Science, John Deere Middle School
B.A. +15 Degree, Western Illinois
To teach on a regular contract basis
Twenty-four years previous teaching experience

Daugherty, Staci
Kindergarten, Washington Elementary
B.A. Degree, Monmouth
To teach on a regular contract basis
Seven years previous teaching experience

Tubbs, Sara
English, John Deere Middle School
B.A. Degree, Cal State Fullerton
To teach on a regular contract basis

No previous teaching experience

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

<u>Name</u>	<u>Location</u>
Burmahl, Scoot	MHS
Crawford, Amy	Hamilton
DeRoo, Janis	Hamilton
Fischer, Jessica	Bicentennial
Fox, Heather	Seton
Frazee, Rachel	Roosevelt
Hall, Emily	Butterworth
Hull, Elneta	Logan
Larvenz, Cassandra	Roosevelt
Luebbers, Jennifer	Willard
Mosley, Elizabeth	Roosevelt
Nelson, Christine	Lincoln-Irving
Papish, Michelle	Jane Addams
Peralta Gonzalez, Luis	Lincoln-Irving
Shirley Fairbairn, Mattie	Franklin
Steele, Patricia	Logan
Stuedemann, Erin	Logan
Tiry, Michael	MHS

B. Salary Reclassification – Certified Staff

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

- Baker, Sara from M.A. to M.A. +30
- Dieckman, Eva from B.A. +15 to M.A.
- Schroeder, Laurel from B.A. +15 to M.A.
- Tarchinski, Alison from B.A. +15 to M.A.

C. Resignation/Termination - Certified Staff

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Lindskog Robinson, Emma	Science	John Deere	06/11/24

D. Resignation from Differential Assignment - Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Delp, Joel	Assistant Varsity Boys Track (.3)	High School

E. Resignation for the Purpose of Retirement - Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Byrne, Dan	Business Education	High School
Castro, Jose	Foreign Language	High School
Iverson, Susan	Cross Categorical SpEd	John Deere
Koops, Michelle	Mathematics	John Deere
Larson, Chris	Social Studies	High School
Weiss, Beth	Psychologist	Jefferson

F. 2024-2025 Administrator Assignments

that the Board of Education approve the 2024-2025 administrator assignments as contained in **See Exhibit A in the official minutes.**

G. Employment – Educational Support Personnel

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Abel, Amber	Digital Learning Support Assistant	Hamilton	08/15/24
Adams, Christine	Special Ed Paraprofessional	High School	08/15/24
Adams, Rachel	Health Professional (RN)	Hamilton	08/15/24
Adams, Taylor	Digital Learning Support Assistant	Hamilton	08/15/24
Aguirre, Janice	Special Ed Paraprofessional	High School	08/15/24
Aittarhouzaft, Loubna	Special Ed Paraprofessional	Washington	08/15/24
Alvarez, Maria	Preschool Paraprofessional	Butterworth	08/15/24
Antle, Anna	Special Ed Paraprofessional	Butterworth	08/15/24
Aumuller, Timothy	Ed Tech Paraprofessional	High School	07/08/24
Avila, Kelli	Health Professional (RN)	High School	08/15/24
Barbosa, Antonia	Lunchroom Aide	Lincoln-Irving	08/16/24
Bauer, Dixie	Life Skills Paraprofessional	Hamilton	08/15/24
Blackert, Jamie	Health Professional (RN)	Wilson	08/15/24
Bodenbender, Catherine	Breakfast Aide	Logan	08/16/24
Boehle, Kerri	Lunchroom Aide	Roosevelt	08/16/24
Bowman, Theresa	Special Ed Paraprofessional	Roosevelt	08/15/24
Brooke, Charles	Digital Learning Support Assistant	Roosevelt	08/16/24
Brotherton, Jessica	Health Professional (RN)	Roosevelt	08/15/24
Burrill, Jennifer	Special Ed Paraprofessional	Roosevelt	08/15/24
Calderon-Williams, Margaret	Special Ed Paraprofessional	Bicentennial	08/15/24

Callahan, Amie	Accompanist	High School	08/15/24
Campbell, Heidi	Special Ed Paraprofessional	Roosevelt	08/15/24
Carnahan, Dawn	Health Professional (RN)	Deere	08/15/24
Carroll, Mary	Accompanist	Deere/Wilson	08/15/24
Castillo, Nikki	Behavior Support Paraprofessional	Wilson	08/15/24
Cerda Garcia, Araceli	Breakfast/Lunchroom Aide	Lincoln-Irving	08/16/24
Chappell, Lydia	Special Ed Paraprofessional	Roosevelt	08/16/24
Clark, Braden	Lunchroom Aide	Jane Addams	08/16/24
Clendenny, Elizabeth	Health Clinic Clerk	Deere/Wilson/Ham	08/15/24
Compton, Christin	Special Ed Paraprofessional	Wilson	08/15/24
Crowe, Kathern	Lunchroom Aide	Logan	08/16/24
Cruz, Morgan	Life Skills Paraprofessional	Hamilton	08/15/24
Daniels, Ikuyo	Reading/Math Interventionist	Jane Addams	08/15/24
Dare, Kayla	Health Professional (RN)	Butterworth	08/15/24
Davis, Stephanie	Reading/Math Interventionist	Jane Addams	08/15/24
DePrez, Rebecca	Lunchroom Aide	Logan	08/16/24
Dick, Stephanie	Preschool Paraprofessional	Jefferson	08/15/24
Do, Brian	Library Paraprofessional	Franklin/Hamilton	08/15/24
Dombeck, Madelaine	Parent Liaison	Butterworth	08/15/24
Douglas, Karin	Lunchroom Aide	Willard	08/16/24
Duffy, Beverly	Life Skills Paraprofessional	Hamilton	08/15/24
Duyvejonck, Kimberly	Breakfast/Lunchroom Aide	Logan	08/16/24
Dykhuizen, Tara	Special Ed Paraprofessional	Logan	08/15/24
Ekstrom, Jennifer	Lunchroom Aide	Bicentennial	08/16/24
Ellis, Aminn	Lunchroom Aide	Franklin	08/16/24
Engling, Tracy	Lunchroom Aide	Butterworth	08/16/24
Evans, Sydney	Breakfast/Lunchroom Aide	Jane Addams	08/16/24
Finch, Elizabeth	Hall Security	Wilson	08/15/24
Finch, Julia	Special Ed Paraprofessional	High School	08/15/24
Flores, Martha	Lunchroom Aide	Lincoln-Irving	08/16/24
Fox, Traci	Ed Tech Paraprofessional	High School	07/08/24
Frank, Malia	Lunchroom Aide	Franklin	08/16/24
Franks, Dorinda	Lunchroom Aide	Wilson	08/16/24
Garcia, Gricelda	Reading/Math Interventionist	Lincoln-Irving	08/15/24
Garcia, Gricelda	Special Ed Paraprofessional	Lincoln-Irving	08/15/24
Garrison, Lynn	Digital Learning Support Assistant	Butterworth	08/15/24
Gehrke, Robyn	Special Ed Paraprofessional	Franklin	08/15/24
Giza, Elizabeth	Health Professional (RN)	Bicentennial	08/15/24
Gottwalt, Christine	Breakfast/Lunchroom Aide	Franklin	08/16/24
Griffin, Dana	Special Ed Paraprofessional	Roosevelt	08/15/24
Guerrero, Adriana	Special Ed Paraprofessional	Lincoln-Irving	08/15/24
Hacker, Catalina	Digital Learning Support Assistant	Willard/L-I	08/15/24
Harris, Deborah	Digital Learning Support Assistant	Roosevelt	08/15/24
Hawotte, Terri	Lunchroom Aide	Butterworth	08/16/24
Hernandez, Susana	Life Skills Paraprofessional	Hamilton	08/15/24
Hernandez, Veronica	Lunchroom Aide	Deere	08/16/24
Hodson, Katie	Lunchroom Aide	Logan	08/16/24
Holman, Julie	Breakfast Aide	Roosevelt	08/16/24
Holman, Julie	Reading/Math Interventionist	Roosevelt	08/15/24
Hoogheem, Amber	Health Professional (RN)	High School	08/15/24

Houseman, Jessica	Hall Security	High School	08/15/24
Hovonick, Brandy	Special Ed Paraprofessional	Deere	08/15/24
Hoyt, Amber	Special Ed Paraprofessional	Bicentennial	08/15/24
Hull, Elizabeth	Life Skills Paraprofessional	Hamilton	08/15/24
Hunt, Cynthia	Special Ed Paraprofessional	Deere	08/15/24
Hurd, Lori	Special Ed Paraprofessional	High School	08/15/24
Jackson, Pamela	Health Professional (RN)	Logan	08/15/24
Jacobs, Patricia	Breakfast/Lunchroom Aide	Willard	08/16/24
Kale, Stephen	Special Ed Paraprofessional	High School	08/15/24
Kelly, Rhonda	Special Ed Paraprofessional	High School	08/15/24
Killian, Erica	Health Professional (RN)	Washington	08/15/24
King, Beverly	Hall Security	Wilson	08/15/24
Kooken, Leslie	Reading/Math Interventionist	Hamilton	08/15/24
Krotz, Jonie	Lunchroom Aide	Bicentennial	08/16/24
Lara, Monica	Reading/Math Interventionist	Lincoln-Irving	08/16/24
Larson, Connie	Special Ed Paraprofessional	Deere	08/15/24
Laud, Bridget	Reading/Math Interventionist	Franklin	08/15/24
Lauer, Kathryn	Special Ed Paraprofessional	High School	08/15/24
Lear, Barbara	Lunchroom Aide	Butterworth	08/16/24
Lenger, Barb	Reading/Math Interventionist	Willard	08/15/24
Leslie, Wilma	Special Ed Paraprofessional	High School	08/15/24
Liendo, Jessica	Health Professional (RN)	Willard	08/15/24
Lopez de Villagomez, Marina	Lunchroom Aide	Hamilton	08/16/24
Lopez, Anita	Breakfast Aide	Jane Addams	08/16/24
Lopez, Baily	Life Skills Paraprofessional	Hamilton	08/15/24
Lopez, Carrie	Special Ed Paraprofessional	Wilson	08/15/24
Lueth, Lana	Lunchroom Aide	Logan	08/16/24
Mandolini, Anthony	Special Ed Paraprofessional	High School	08/15/24
Marlow, Eden	Lunchroom Aide	Jane Addams	08/16/24
Martinez, Lilia	Preschool Paraprofessional	Butterworth	08/15/24
Masias, Heidi	Job Coach	High School	08/15/24
McBride, Janice	Hall Security	Deere	08/15/24
McGill, Jasmine	Elementary Building Supervisor	Butterworth/Logan	08/15/24
McGuire, Jeanne	Reading/Math Interventionist	Hamilton	08/15/24
McMeekan, Tabbytha	Lunchroom Aide	Logan	08/16/24
Medina, Concepcion	Digital Learning Support Assistant	Lincoln-Irving	08/15/24
Mendoza, Erika	Breakfast Aide	Hamilton	08/16/24
Mendoza, Erika	Personal Care Attendant	Hamilton	08/15/24
Mielke, Amber	Health Professional (RN)	Jefferson	08/15/24
Miley, Tara	Library Paraprofessional	WLD, L-I, BTW	08/15/24
Miller, Isaac	Preschool Paraprofessional	Butterworth	08/15/24
Miner, Carrie	Special Ed Paraprofessional	Wilson	08/15/24
Mock, Jennifer	Health Professional (RN)	Jane Addams	08/15/24
Moore, Charles	Ed Tech Paraprofessional	Deere	08/15/24
Moreno, Maria	Special Ed Paraprofessional	Wilson	08/15/24
Morris, Heather	Reading/Math Interventionist	Logan	08/15/24
Moseng, Lisa	Breakfast/Lunchroom Aide	Washington	08/16/24
Nagpal, Meenu	Special Ed Paraprofessional	Jane Addams	08/15/24
Nava, Christine	Special Ed Paraprofessional	Butterworth	08/15/24
Navarro, Rico	Reading/Math Interventionist	Butterworth	08/15/24

Neal, Tammy	Special Ed Paraprofessional	Washington	08/15/24
Newberry, Karista	Lunchroom Aide	Butterworth	08/16/24
O'Brien, Tamera	Digital Learning Support Assistant	Franklin	08/15/24
Padilla, Ashley	Life Skills Paraprofessional	Hamilton	08/15/24
Pancrazio, Jennifer	Health Professional (RN)	Lincoln-Irving	08/15/24
Park, Margery	Reading/Math Interventionist	Bicentennial	08/15/24
Parry, Beth	Library Paraprofessional	High School	08/15/24
Pearson, Michelle	Lunchroom Aide	Hamilton	08/16/24
Perea, Jaquelin	Preschool Paraprofessional	Butterworth	08/15/24
Perez Ayala, Hermelinda	Lunchroom Aide	Lincoln-Irving	08/16/24
Perez, Heather	Lunchroom Aide	Jane Addams	08/16/24
Pettit, Elizabeth	Library Paraprofessional	Logan, Jane Addams	08/15/24
Pitman, Alicia	Special Ed Paraprofessional	Wilson	08/15/24
Plascencia Perez, Blanca	Lunchroom Aide	Lincoln-Irving	08/16/24
Pottebaum, Stephanie	Parent Coordinator 2	Hamilton	08/15/24
Powell, Megan	Health Professional (RN)	Franklin	08/15/24
Prado Avila, Juana	Lunchroom Aide	Lincoln-Irving	08/16/24
Prybil, Lindsay	Special Ed Paraprofessional	Hamilton	08/15/24
Resch, Kristi	Digital Learning Support Assistant	Washington	08/15/24
Rhea, Melissa	Health Clinic Clerk	High School	08/15/24
Roach, Kim	Lunchroom Aide	Willard	08/16/24
Roberts, Richard	Special Ed Paraprofessional	Deere	08/15/24
Rosario-Ramirez, Brianna	Life Skills Paraprofessional	Hamilton	08/15/24
Rose, Amy	Special Ed Paraprofessional	Roosevelt	08/15/24
Rubingh, Heather	Special Ed Paraprofessional	Wilson	08/15/24
Rumley, Janice	Reading/Math Interventionist	Willard	08/15/24
Sancen, Gabriela	Lunchroom Aide	Butterworth	08/16/24
Sancen, Keyla	Preschool Paraprofessional	Butterworth	08/15/24
Sanchez, Brandon	Special Ed Paraprofessional	High School	08/15/24
Sarabia-Gomez, Analaura	Special Ed Paraprofessional	Deere	08/15/24
Self, Meggan	Special Ed Paraprofessional	Wilson	08/15/24
Sierra, Michelle	Reading/Math Interventionist	Washington	08/15/24
Skovronski, Guinevere	Special Ed Paraprofessional	Jefferson	08/15/24
Smet, Deanna	Digital Learning Support Assistant	Logan	08/15/24
Sparks, Monica	Lunchroom Aide	Roosevelt	08/16/24
Spirowka, Katherine	Job Coach	High School	08/15/24
Stanley, Michele	Ed Tech Paraprofessional	Wilson	08/15/24
Stevens, Shayna	Special Ed Paraprofessional	Logan	08/15/24
Summers, Kelly	Special Ed Paraprofessional	Deere	08/15/24
Taylor, Mona	Hall Security	Deere	08/15/24
Teague, Diamon	Lunchroom Aide	Butterworth	08/16/24
Tisdale, Jaykob	Special Ed Paraprofessional	Logan	08/15/24
Townsend, Danielle	Special Ed Paraprofessional	Butterworth	08/15/24
Urban, Lisa	Reading/Math Interventionist	Washington	08/15/24
VanDam, Stacy	Library Paraprofessional	RVL, WSH	08/15/24
VanHyfte, Camille	Behavior Support Paraprofessional	Deere	08/15/24
VanLandschoot, Mary	Special Ed Paraprofessional	Jefferson	08/15/24
Verscha, Kari	Special Ed Paraprofessional	Deere	08/15/24
Villagomez, Gabriela	Special Ed Paraprofessional	Logan	08/15/24
Walker, Nicole	Special Ed Paraprofessional	High School	08/15/24
Waydeman, Patricia	Lunchroom Aide	Franklin	08/16/24

Whiles, Christine	Breakfast/Lunch Aide	Bicentennial	08/16/24
White, Lesley	Digital Learning Support Assistant	Jane Addams	08/15/24
Wieck, Sharon	Lunchroom Aide	Hamilton	08/16/24
Wiese, Molly	Digital Learning Support Assistant	Bicentennial	08/15/24
Wiese, Molly	Library Paraprofessional	Bicentennial	08/15/24
Wiley, Penny	Life Skills Paraprofessional	Hamilton	08/15/24
Williams, Rebecca	Special Ed Paraprofessional	Logan	08/15/24
Witherspoon, Conni	Library Paraprofessional	High School	08/15/24
Wood, Patricia	Life Skills Paraprofessional	Hamilton	08/15/24
Woods, Crystal	Behavior Support & Security Para	High School	08/15/24
Wyffels, Krista	Digital Learning Support Assistant	Bicentennial	08/15/24
Yerrapothu, Sarada	Special Ed Paraprofessional	Jefferson	08/15/24

H. Approval of Unpaid Leave of Absence - Educational Support Personnel

that the Board of Education grant approval of an Unpaid Leave of Absence for the following educational support personnel:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Zinke, Elida	Paraprofessional	ASPIRE	Beginning 05/16/24 with a return date of 06/07/24

I. Resignation/Termination - Educational Support Personnel

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Daugherty, Staci	Digital Learning Support Assistant	Willard/L-I	06/07/24
DeCrane, Christin	Breakfast Aide	Butterworth	06/06/24
Jackson, Amy	Administrative Assistant	High School	06/30/24

J. Appointment to Differential Assignment - Non-Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
McNeill, Devin	Head Boys Soccer, Grade 7/8	Wilson
Morrisey, Erin	Head Freshman Girls Basketball	High School

K. Resignation from Differential Assignment - Non-Certified Staff

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

Effective

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Date</u>
Mellinger, Rick	Head Varsity Boys Tennis	High School	05/16/24

L. Approval of Appointment to Additional Duties Stipend

that the Board of Education approve the appointment of Silvia Valladares to the additional Athletic Ticket Manager duties stipend at Moline High School, effective July 1, 2024.

M. Payments for Board Approval

approval of payments:

Fund 1 Educational	721,605.28
Fund 2 Operations & Maintenance	48,088.64
Fund 3 Debt Service	0.00
Fund 4 Transportation	0.00
Fund 5 Retirement	0.00
Fund 6 Capital Projects	97,917.65
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	3,637.50
Fund 9 Life Safety Code	1,900.00
Fund 10 Group Insurance	0.00
Fund 11 Student Activity	<u>12,836.80</u>
TOTAL	\$885,985.87

See Exhibit B in the official minutes.

N. Freedom of Information Act Requests

No FOIA requests received for this meeting.

O. Acceptance of Gifts

- 1) A donation in the amount of \$6,000 from Thomas and Natasha Douglas to be used to purchase new picnic tables for Butterworth Elementary.
- 2) A donation in the amount of \$2,500 from Coal Valley Township to be used for school and library supplies for Bicentennial Elementary.
- 3) A donation in the amount of \$2,500 from QC Roof Drs to be used for new wrestling mats at John Deere Middle School.
- 4) A donation in the amount of \$500 from Moline Commission on Youth to be used for WEB program events and supplies at Wilson Middle School.

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

- 1) Bartlett Performing Arts Center by Friends of India Quad Cities on November 13, 2024 from 6:00 p.m. until 11:00 p.m., November 15, 2024 from 6:00 p.m. until 9:00 p.m. for dance rehearsals, and November 16, 2024 from 1:00 p.m. until 11:00 p.m. for a performance. Building rental fees as stated in the contract.
- 2) Moline High School -Whitey's Field by Western Illinois Lacrosse on July 13th and 27th, August 17th and 31st, September 14th and 28th, and October 12th from 5 p.m. until 7 p.m. Starting on March 17, 2025 practice will be held on Monday, Wednesday, and Friday from 5:00 p.m. until 7:00 p.m. Compensation to be received only if custodial services are required as a result of their program. Custodial fees will be billed in the amount of (\$54.00 Monday-Saturday) (\$62.00 Sundays) per hour.
- 3) Bartlett Performing Arts Center by Villa Montessori on November 22, 2024 from 6:00 p.m until 8 p.m. and November 23, 2024 from 9:00 a.m. until 1 p.m. Building rental fees as stated in the contract.

Q. Resolution to Regulate Travel Expense Reimbursement

that the Board of Education approve the Resolution to Regulate Expense Reimbursement as required by the Local Governmental Travel Expense Control Act. **See Exhibit C in the official minutes.**

R. Resolution Authorizing Expenditures for the Operations & Maintenance Fund

that the Board of Education approve the Resolution authorizing the expenditures of the custodial salaries and other expenses from the Operations and Maintenance Fund, consistent with the Illinois School Code and prior practice as listed. **See Exhibit D in the official minutes.**

S. Resolution Authorizing Interest Income

that the Board of Education approve the Resolution stating that interest earned on monies invested in any District fund and accrued to the balance of such District fund during fiscal year 2025 (July 1, 2024 - June 30, 2025) or during any fiscal year prior to fiscal year 2025, shall remain interest during fiscal year 2025, and is available for transfer as interest to other funds. **See Exhibit E in the official minutes.**

T. Resolution Authorizing Expenditures for the Group Insurance Fund

that the Board of Education approve the Resolution authorizing the expenditures of staff salaries and other expenses directly attributable to the operation of the Group Insurance Fund as listed. **See Exhibit F in the official minutes.**

U. Resolution for Expenditures of Funds for FY25

that the Board of Education approve the Resolution authorizing expenditure of funds prior to the approval of the Annual Budget for the 2024-2025 fiscal year in June of 2024. **See Exhibit G in the official minutes.**

V. Resolution Directing Transfer (Temporary Loan) of Funds from the Working Cash Fund

that the Board of Education approve the Resolution directing the transfer of funds (temporary loan) from the Working Cash Fund of Moline-Coal Valley School District No. 40, Rock Island County, Illinois. **See Exhibit H in the official minutes.**

W. Engage Services - Treasurer's Bond

that the Board of Education approve the renewal of the Treasurer's Bond for fiscal year July 1, 2024 through June 30, 2025 with Lohman Companies, Moline, Illinois, not to exceed \$35,000, as required by the Illinois School Code. **See Exhibit I in the official minutes.**

X. Engage Services and Agreements - Facilities Department

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

Y. Engage Services - Athletic Training Services

that the Board of Education engage the services of Genesis Physical Therapy, Moline, Illinois to perform the athletic training services for the 2024-2025 school year for a cost of \$35,000. **See Exhibit K in the official minutes.**

Z. Engage Services - UpSlope Employee Conduct Monitoring and Compliances

that the Board of Education approve the engaged services of UpSlope, Glendale, Arizona, to engage in employee conduct monitoring and compliance in the amount of \$5,458.05. **See Exhibit L in the official minutes.**

AA. Engage Services - Fingerprinting and Background Services

that the Board of Education approve the engaged services of Firm Systems, Springfield, Illinois, to perform Fingerprinting and Background Services, at a total cost not to exceed \$16,000. **See Exhibit M in the official minutes.**

BB. Engage Services - The Boys and Girls Club

that the Board of Education approves the engagement of The Boys and Girls Club of Moline, Illinois, at a cost not to exceed \$10,500.00. **See Exhibit N in the official minutes.**

CC. Engage Services - High School Athletic Charter Bus Services

that the Board of Education engage the services of Tri-State Travel, Davenport, Iowa, to provide Moline High School athletic charter transportation services for a total cost not to exceed \$75,000 to support the additional fall and spring sports for the 2024-2025 school year. **See Exhibit O in the official minutes.**

DD. Engage Educational Services & Software Agreements - Various Vendors

that the Board of Education approve the various educational services and software agreements used districtwide for the fiscal year July 1, 2024 through June 30, 2025, at the various amounts listed on the attached sheet. **See Exhibit P in the official minutes.**

EE. Approval of 2023-2024 Budget Transfers & Revisions

that the Board of Education approve the 2023-2024 budget transfers and revisions, as listed. **See Exhibit Q in the official minutes.**

FF. Approval of the Renewal of District Memberships & Authorization to Pay Dues

that the Board of Education approve the renewal of District Memberships and authorize payment of dues for the fiscal year July 1, 2024 through June 30, 2025, for various amounts listed. **See Exhibit R in the official minutes.**

GG. Approval to Purchase - New E-Signature Solution - Informed K12

that the Board of Education approve the purchase of Informed K12, Oakland, California, for an annual cost of \$12,500 and a one-time implementation cost of \$2,000. **See Exhibit S in the official minutes .**

HH. Approval to Purchase - New FOIA Tracking Solution - JustFOIA

that the Board of Education approve the purchase of JustFOIA Pro from JustFOIA, Tallahassee, Florida, for an annual cost of \$6,200 and a one-time implementation cost of \$750. **See Exhibit T in the official minutes.**

II. Approval to Purchase - Teacher Hardware Cycle Laptops - CDWG

that the Board of Education approve the purchase of 550 Dell CTO Laptops from CDWG, Chicago, Illinois, as part of the four-year hardware cycle for a total cost of \$540,600. **See Exhibit U in the official minutes.**

JJ. Approval to Purchase - Administrative Hardware Cycle Laptops - CDWG

that the Board of Education approve the purchase of 15 Dell CTO Laptops from CDWG, Chicago, Illinois, as part of the four-year hardware cycle for a total cost of \$14,745. **See Exhibit V in the official minutes.**

KK. Approval to Purchase - Replacement Elementary Instructional System - Edmentum

that the Board of Education approve the purchase of Edmentum ExactPath, a replacement elementary instructional system, from Edmentum, Janesville, Wisconsin, for an annual cost of \$44,500. **See Exhibit W in the official minutes.**

LL. Approval to Purchase - Replacement Data Warehouse System - NextPath

that the Board of Education approve the purchase of NextPath, a student data warehouse, from NextPath, Janesville, Wisconsin, for an annual cost of \$33,000. **See Exhibit X in the official minutes.**

MM. Approval to Purchase - Computer Lab Cycle Desktop Computers - CDWG

that the Board of Education approve the purchase of 36 Dell AIO desktop computers from CDWG, Chicago, Illinois, as part of the four-year hardware cycle for a total cost of \$43,900. **See Exhibit Y in the official minutes.**

NN. Approval to Purchase - Secondary Palo Alto Firewall

that the Board of Education approve the purchase of a secondary Palo Alto Firewall to Heartland Business Systems, Chicago, Illinois, the lowest corresponding bidder, for a total cost not to exceed \$37,700. **See Exhibit Z in the official minutes.**

OO. Approval to Purchase - Musical Instruments - West Music

that the Board of Education approve the purchase of instruments from West Music, Coralville, Iowa, for a total cost not to exceed \$15,001. **See Exhibit AA in the official minutes.**

PP. Approval of Reconfiguration of Cubicles at the New District Office.

that the Board of Education approve the reconfiguration cost of the office cubicles to Paragon Interiors, Bettendorf, Iowa, for a total cost not to exceed \$25,000. **See Exhibit BB in the official minutes.**

QQ. Authorize the Release of Payments - Fiscal Year 2024-2025

that the Board of Education authorizes the Chief Financial Officer to release payments to pay bills within the approved budget for the 2025 Fiscal Year (2024-2025 school year) for those months the Board only meets once a month. **See Exhibit CC in the official minutes.**

RR. Award of Bid - Transportation Services

that the Board of Education approve the contract extension for the transportation services with Johannes Bus Services, Inc. Rock Island, Illinois for the 2024-2025 school year with rate changes as listed. **See Exhibit DD in the official minutes.**

Ayes: Jason Farrell, Lindsey Hines, Audrey Adamson, Chet DeSmet, Ramona Dixon, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

-The Board of Education considered Consent Agenda Item **G2** as presented:

A motion was made by Chet DeSmet, seconded by Lindsey Hines, that the Board of Education approve the actions contained in Consent Agenda Items G2 as presented.

G. Employment – Educational Support Personnel

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Bargren, Mary	1:1 Special Ed Paraprofessional	Deere	08/15/24
Benson, Sarah	Parent Coordinator 1	Roosevelt	08/16/24
Blucker, Courtney	1:1 Special Ed Paraprofessional	Hamilton	08/15/24
Carizey, Duwen	1:1 Special Ed Paraprofessional	Hamilton	08/15/24
Diaz, Maria	Parent Coordinator 1	Lincoln-Irving	08/16/24
Farrell, Kate	Parent Coordinator 1	Butterworth	08/16/24
Garcia-Aleman, Jennifer	Parent Coordinator 1	Logan	08/16/24
Gellerstedt, Sabrina	1:1 Special Ed Paraprofessional	Wilson	08/15/24
Hoffstatter, Lauryn	1:1 Special Ed Paraprofessional	Logan	08/15/24
Hulett, Traven	Student Worker	High School	07/01/24
Luzano, Kelly	1:1 Special Ed Paraprofessional	Hamilton	08/15/24
Spahr, Lillian	ML Paraprofessional	Washington	08/15/24
VanSpeybroeck, Kevin	Bilingual Paraprofessional	Wilson	08/15/24
Vicuna, Jahaira	1:1 Special Ed Paraprofessional	Hamilton	08/15/24
Vital Tapia, Maria	1:1 Special Ed Paraprofessional	Deere	08/15/24

Ayes: Lindsey Hines, Audrey Adamson, Chet DeSmet, Ramona Dixon, Andrew Waeyaert

Nays: None

Abstain: Jason Farrell

Absent: Erin Waldron-Smith

ITEM SS - AWARD OF BID - 2024 PARKING AND PLAYGROUND IMPROVEMENTS

-The Board of Education considered Consent Agenda Item **SS** as presented.

SS. Award of Bid - 2024 Parking and Playground Improvements

that the Board of Education award the bid for the Moline-Coal Valley School District, 2024 parking and playground improvements to Parking Lot Solutions, Davenport, Iowa, in the amount of \$89,581. **See Exhibit EE in the official minutes.**

Andrew Waeyaert, Board Member, asked that Item SS be pulled for discussion as the bid wage rates were not in specifications with the project and possible issues with the Illinois Prevailing Wage Act. Mr. Waeyaert would like a motion to table this consent agenda item for more discussion.

Audrey Adamson, Board Member, asked what effect this would have on the timeline for completion of these projects. Mr. Gallo, Chief Financial Officer, responded that it would push back the timeline and the projects would not be done before the start of school with the possibility of the projects starting in early fall but outside of school hours. Ms. Adamson asked if holding a Special Meeting would help move this process forward. Mr. Gallo stated that holding a Special Meeting would be a possibility.

A motion was made by Andrew Waeyaert, seconded by Chet DeSmet, that the Board of Education table Consent Item SS as presented.

Ayes: Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

RESOLUTION TO APPROVE FY25 TENTATIVE BUDGET FOR PUBLIC DISPLAY AND TO ESTABLISH A PUBLIC HEARING DATE

A motion was made by Audrey Adamson, seconded by Lindsey Hines, that the Board of Education approve placing the 2024-2025 School District budget on display for public inspections, as well as publishing the Notice of Public Hearing for August 12, 2024, at 6:00 p.m., as presented and as listed. **See Exhibit FF in the official minutes.**

Ayes: Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF CONSOLIDATED DISTRICT PLAN

A motion was made by Chet DeSmet, seconded by Audrey Adamson, that the Board of Education approve the District's Consolidated District Plan for the 2024-2025 School Year, as required by the Illinois State Board of Education. **See Exhibit GG in the official minutes.**

Ayes: Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

**APPROVAL OF ILLINOIS STATE BOARD OF EDUCATION (ISBE) REQUIRED
MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40 PHYSICAL RESTRAINT TIME OUT
(PRTO) REDUCTION PLAN**

A motion was made by Chet DeSmet, seconded by Ramona Dixon, that the Board of Education approve the ISBE required Moline-Coal Valley School District No. 40 PRTO Reduction Plan. **See Exhibit HH in the official minutes.**

Audrey Adamson, Board Member, asked if anything has changed from last year's reduction plan. Kristin Sanders, Assistant Superintendent for Pupil and Personnel Services, responded that ISBE requires three goals and they tell you what two of the three are going to be and then you have a choice of the third. The District did change one of its goals from last year to this year and with that the District did meet one of the three goals for this year. This coming year the District has chosen to pick a goal that will focus on students with autism.

Ayes: Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Audrey Adamson, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

**APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE BOYS AND GIRLS
CLUB AND THE MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40**

A motion was made by Lindsey Hines, seconded by Audrey Adamson, that the Board of Education approve the Memorandum of Understanding between The Boys and Girls Club and the Moline-Coal Valley School District No. 40 for the 2024-2025 school year. **See Exhibit II in the official minutes.**

Ayes: Ramona Dixon, Jason Farrell, Lindsey Hines, Audrey Adamson, Chet DeSmet, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ROBERT YOUNG CENTER FOR COMMUNITY MENTAL HEALTH AND MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40

A motion was made by Audrey Adamson, seconded by Jason Farrell, that the Board of Education approve the Memorandum of Understanding between Robert Young Center for Community Mental Health and Moline-Coal Valley School District No. 40 for the 2024-2025 school year. **See Exhibit JJ in the official minutes.**

Ayes: Jason Farrell, Lindsey Hines, Audrey Adamson, Chet DeSmet, Ramona Dixon, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN FAMILY RESOURCES AND MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40

A motion was made by Lindsey Hines, seconded by Chet DeSmet, that the Board of Education approve the Memorandum of Understanding between Family Resources and Moline-Coal Valley School District No. 40 for the 2024-2025 school year. **See Exhibit KK in the official minutes.**

Ayes: Lindsey Hines, Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTER FOR YOUTH AND FAMILY SOLUTIONS AND MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40

A motion was made by Audrey Adamson, seconded by Lindsey Hines, that the Board of Education approve the Memorandum of Understanding between The Center for Youth and Family Solutions and Moline-Coal Valley School District No. 40 for the 2024-2025 school year. **See Exhibit LL in the official minutes.**

Ayes: Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF IMPACT MEMORANDUM OF UNDERSTANDING - HORACE MANN BOILER REPLACEMENT

A motion was made by Chet DeSmet, seconded by Audrey Adamson, that the Board of Education enter into an IMPACT Memorandum of Understanding with the ILLOWA Construction Labor and Management Council for the Horace Mann Boiler replacement. **See Exhibit MM in the official minutes.**

Board member Jason Farrell, asked if there would be a cost to the District associated with this MOU. Andrew Waeyaert, Board member, responded that there would be no cost to the District.

Ayes: Ramona Dixon, Jason Farrell, Lindsey Hines, Audrey Adamson, Chet DeSmet, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF IMPACT MEMORANDUM OF UNDERSTANDING- MOLINE HIGH SCHOOL WELDING LAB PROJECTS

A motion was made by Chet DeSmet, seconded by Lindsey Hines, that the Board of Education enter into an IMPACT Memorandum of Understanding with the ILLOWA Construction Labor and Management Council for the Moline High School Welding Lab projects. **See Exhibit NN in the official minutes.**

Ayes: Jason Farrell, Lindsey Hines, Audrey Adamson, Chet DeSmet, Ramona Dixon, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF STUDENT TEACHING CLINICAL AGREEMENT WITH AUGUSTANA COLLEGE FOR THE 2024-2025 SCHOOL YEAR

A motion was made by Lindsey Hines, seconded by Jason Farrell, that the Board of Education approve the Student Teaching Clinical Agreement between Augustana College and the Moline-Coal Valley School District for the 2024-2025 school year. **See Exhibit OO in the official minutes.**

Ayes: Lindsey Hines, Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF CLINICAL EXPERIENCE AGREEMENT WITH WESTERN GOVERNORS UNIVERSITY FOR THE 2024-2025 SCHOOL YEAR

A motion was made by Audrey Adamson, seconded by Lindsey Hines, that the Board of Education approve the clinical experience agreement between Western Governors University and the Moline-Coal Valley School District for the 2024-2025 school year. **See Exhibit PP in the official minutes.**

Ayes: Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Lindsey Hines, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

APPROVAL OF COOPERATIVE AGREEMENT REGARDING PRE-STUDENT TEACHING PLACEMENTS AND STUDENT TEACHING WITH ST AMBROSE UNIVERSITY FOR THE 2024-2025 SCHOOL YEAR

A motion was made by Ramona Dixon, seconded by Jason Farrell , that the Board of Education approve the Cooperative Agreement Regarding Pre-Student Teaching Placements and Student Teaching between St. Ambrose University and the Moline-Coal Valley School District for the 2024-2025 school year. **See Exhibit QQ in the official minutes**

Ayes: Ramona Dixon, Jason Farrell, Lindsey Hines, Audrey Adamson, Chet DeSmet, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

SECOND READING AND APPROVAL OF NEW BOARD POLICY 2:270 - DISCRIMINATION AND HARASSMENT ON THE BASIS OF RACE, COLOR, AND NATIONAL ORIGIN PROHIBITED

A motion was made by Audrey Adamson, seconded by Chet DeSmet, that the Board of Education accept for second reading the new Board of Education Policy 2:270 - Discrimination and Harassment on the Basis of Race, Color, and Nation Origin Prohibited, as presented. **See Exhibit RR in the official minutes.**

Ayes: Jason Farrell, Lindsey Hines, Audrey Adamson, Chet DeSmet, Ramona Dixon, Andrew Waeyaert

Nays: None

Absent: Erin Waldron-Smith

REPORTS, REQUESTS, AND OPEN DISCUSSION

Superintendent's Report

Dr. Rachel Savage, Superintendent, was virtual as she was attending the Annual Model Schools Conference. Dr. Savage stated that the Moline-Coal Valley School District was one of eleven Districts to be recognized as an Innovative District. Dr. Prybil, Lynsy Oswald, and Steven Etheridge presented at the conference.

Dr. Savage thanked Kristin Sanders for her unwavering service to the District, the Board of Education, and the community as this is her last board meeting.

Open Discussion

Andrew Waeyaert also thanked Ms. Sanders for her support and everything she has done for the Board of Education and the students in the District.

A motion was made by Chet DeSmet, seconded by Jason Farrell, all in favor, that the Board of Education meeting be adjourned. Time: 6:33 p.m.

President

Secretary

Moline, Illinois, July 15, 2024
Minutes
Board of Education
School District No. 40

The Special Meeting of the Board of Education was called to order by President Andrew Waeyaert at 5:59 p.m. at Allendale 1619 11th Avenue, Moline, IL 61265.

Roll Call

Members Present: Audrey Adamson, Chet DeSmet, Jason Farrell, Andrew Waeyaert

Member Absent: Ramona Dixon, Lindsey Hines, Erin Waldron-Smith

Student Member Present: None

Student Member Absent: Abigail Greenlee

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

COMMUNICATION, PUBLIC COMMENT AND PARTICIPATION

There was no public comment or communication.

APPOINTMENT OF BOARD SECRETARY PRO TEMPORE

A motion was made by Audrey Adamson, seconded by Chet DeSmet, that the Board of Education appoint Erin Terstriep as Board Secretary Pro Tempore for the July 15, 2024 Special Board of Education meeting.

Ayes: Audrey Adamson, Chet DeSmet, Jason Farrell, Andrew Waeyaert

Nays: None

Absent: Ramona Dixon, Lindsey Hines, Erin Waldron-Smith

APPROVAL OF PURCHASE - STUDENT DESKS AND CHAIRS FROM PARAGON

A motion was made by Audrey Admason, seconded by Jason Farrell, that the Board of Education approve the purchase of student desks and chairs from Paragon Commercial Interiors Inc., Davenport, Iowa. The total cost for the furniture, delivery, and installation for the various buildings will not exceed \$130,609.11 **See Exhibit A in the official minutes.**

Ayes: Chet DeSmet, Jason Farrell, Audrey Adamson, Andrew Waeyaert

Nays: None

Absent: Ramona Dixon, Lindsey Hines, Erin Waldron-Smith

AWARD OF BID - 2024 PLAYGROUND AND PARKING SEALCOATING & STRIPING

A motion was made by Chet DeSmet, seconded by Audrey Adamson, that the Board of Education award the bid for Moline-Coal Valley School District, 2024 Playground and Parking Sealcoating & Striping project to Langman Construction Inc., Rock Island, Illinois, in the amount of \$122,640. **See Exhibit B in the official minutes.**

Ayes: Jason Farrell, Audrey Adamson, Chet DeSmet, Andrew Waeyaert

Nays: None

Absent: Ramona Dixon, Lindsey Hines, Erin Waldron-Smith

AWARD OF BID - 2024 UV WINDOW FILM PROJECT

A motion was made by Jason Farrell, seconded by Chet DeSmet, that the Board of Education award the bid for the Moline-Coal Valley School District, 2024 UV Window Film Project to Wolking Window Tinting LLC, Bettendorf, Iowa, in the amount of \$85,010.07. **See Exhibit C in the official minutes.**

Ayes: Jason Farrell, Audrey Adamson, Chet DeSmet, Andrew Waeyaert

Nays: None

Absent: Lindsey Hines, Erin Waldron-Smith, Ramona Dixon

AWARD OF BID - 2024 WATER HEATER PROJECT

A motion was made by Audrey Adamson, seconded by Jason Farrell, that the Board of Education award the bid for the Moline-Coal Valley School District, 2024 Water Heater project to Erickson Plumbing & Heating Inc., Moline, Illinois, in the amount of \$57,710. **See Exhibit D in the official minutes.**

Ayes: Audrey Adamson, Chet DeSmet, Jason Farrell, Andrew Waeyaert

Nays: None

Absent: Lindsey Hines, Erin Waldron-Smith, Ramona Dixon

ADJOURNMENT

A motion was made by Chet DeSmet , seconded by Audrey Adamson, all in favor, that the Special Meeting of the Board of Education be adjourned. Time: 6:03 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 through T as presented:

A. **Employment – Certified Staff**

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

Wetzel, Carmen

Grade 5, Lincoln-Irving Elementary
B.A. Degree, William Penn University
To teach on a regular contract basis
Sixteen years previous teaching experience

Wicks, Anna

Grade 4, Lincoln-Irving Elementary
B.A. Degree, St. Ambrose University
To teach on a regular contract basis
Eleven years previous teaching experience

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

Agent, Jadelyn

Allee, Bill

Ames, David

Anderson, Christine

Anselmino, Dorothy

Bahnks, Kara

Bills, Sandra

Bird, Dan

Burkhead, Elizabeth

Bush, Christopher

Caldwell, Susan

Calhoun, Scott

Cardott, Patricia

Ceuvorst, Jeanie

Chan, Diana

Crouse, Jenifer

Daigle, Jess

Daniels, Kristi

Dell, Melissa

DeLong, Paula

Deem, Emilia

Dexter, Frank

Diamond-Bohlman, Vicki

Dye, Bradley

Erickson, Tiffani

Jones, James

Khatun, Sufia

Kilburg, Sophia

Krantz, Sally

Kobylski, Robert

Larsen, Lorri

Lira, Helena

Luster, Sandra

McBride, Heather

McLaughlin, Mildred

Mielke, Drue

Miller, George

Mitchell, Lisa

Montague, Carrie

Morrell, Gayle

Morrisey, Erin

O'Brien, Ryleigh

Olson, Brittany

Peterson, Vicki

Platt, Nancy

Pond, Paula

Quick, Jennifer

Raber, Sarah

Reiff, Kendra

Richardson, Jamie

Forrest, Mario
 Fortner, McKensie
 Fowler, Dave
 Glass, Laurie
 Golding, Michael
 Gomez, Michelle
 Gorgal, Allan
 Gratton, Marsha
 Hanft, Cynthia
 Hanson, David
 Haynes, Trena
 Hill, Lesley
 Hutchinson, Elaine
 Inskip, Annelise
 Jacobs, Marcia
 Jaquet, Jason
 Johnson, Mitchell

Rose, Jennifer
 Royster, Kent
 Schaefer, Lynn
 Schrup, Beth Ann
 Slothower, Todd
 Soni, Manju
 Tschopp, Alexander
 Valdes, Emme
 VanDaele, Denise
 VandeMoortel, Mark
 VanDeWoestyne-Jones, Kate
 Vijayvargiya, Shaily
 Wehr, Lisa
 Welvaert, Lynn
 White, Susan
 Williams, Todd
 Yoder, Suzanne

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

<u>Name</u>	<u>Location</u>
Anderson, Adrienne	Willard/Homebound
John, Jennifer	Quad City Christian

B. Salary Reclassification – Certified Staff

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

Borman, Regan from M.A. to M.A. +30
 O’Meara, Vincent from M.A to M.A. +30
 Schroeder, Laurel from M. A. to M.A. +30
 Spence, Emma from B.A. to B.A. +15
 Stone, Casey from M.A. to M.A. +30
 Wirt, Amber from B.A. +15 to M.A.

C. 2024-2025 Differential Position Assignments

that the Board of Education approve the differential position assignments for the 2024-2025 school year as contained in **Attachment No. 1.**

D. 2024-2025 Athletic Differential Position Assignments

that the Board of Education approve the athletic differential position assignments for the 2024-2025 school year as contained in **Attachment No. 2.**

E. Resignation for the Purpose of Retirement – Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Ballard, Christine	Kindergarten	Roosevelt
Lawson, Amy	Kindergarten	Logan

F. Employment - Educational Support Personnel

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Boland, Catherine	ML Paraprofessional	John Deere	08/15/24
Bryant, Elizabeth	Special Ed Paraprofessional	John Deere	08/15/24
Connor, Isabelle	Special Ed Paraprofessional	Jefferson	08/15/24
Curtin, Rosa	Lunchroom Aide	Jefferson	08/21/24
Davis, Alice	Parent Coordinator	Jefferson	08/15/24
DeGryse, Becky	Special Ed Paraprofessional	Jefferson	08/15/24
Dick, Stephanie	Preschool Paraprofessional	Jefferson	08/15/24
Dombek, Madelaine	Parent Liaison	Jefferson	08/15/24
Johnson, Julie	Bilingual Paraprofessional	Jefferson	08/15/24
Keesecker, David	Special Ed Paraprofessional	Willard	08/15/24
Killian, Erica	Health Professional (RN)	Washington	08/15/24
Kpego, Paula	Floater Preschool Paraprofessional	Jefferson	08/15/24
Lahoti, Rajeshree	Blended Preschool Paraprofessional	Jefferson	08/15/24
Limon, Maria	Preschool Paraprofessional	Jefferson	08/15/24
Mielke, Amber	Health Professional (RN)	Jefferson	08/15/24
Mohan, Archana	Bilingual Paraprofessional	Jefferson	08/15/24
O'Brien, Lisa	Blended Preschool Paraprofessional	Jefferson	08/15/24
Riner, Tabitha	Blended Preschool Paraprofessional	Jefferson	08/15/24
Sierra, Michelle	Reading/Math Interventionist	Washington	08/15/24
Spahr, Lillian	ML Paraprofessional	Washington	08/15/24
Sullivan, Eleanor	Special Ed Paraprofessional	Jefferson	08/15/24
Valenzuela, Alicia	Preschool Paraprofessional	Jefferson	08/15/24
Yerrapothu, Sarada	Special Ed Paraprofessional	Jefferson	08/15/24

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

<u>Name</u>	<u>Position</u>
Ade, Kara	Health Professional (RN)

Bain, Katie	Health Professional (RN)
Baker-Wood, Diane	Classroom Paraprofessional
Bentide, Hasnaa	Classroom Paraprofessional
Erickson, Joyce	Health Professional (RN)
Green, Colette	Classroom Paraprofessional
Ibarra, Valerie	Health Professional (RN)
Inskip, Annelise	DLSA Paraprofessional
Jordan, Stephanie	Classroom Paraprofessional
Krantz, Sally	Breakfast/Lunchroom Aide
Nelson, Kimberly	Health Professional (RN)
Pilichowski, Kathy	Lunchroom Aide
Sheley, Christina	Health Professional (RN)

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Awi, Law	Parent Coordinator 1	Jane Addams	08/16/24
Norin, Dianna E.	Administrative Assistant	Allendale	07/15/24

G. Resignation /Termination - Educational Support Personnel

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Hoegner, Kindra	Administrative Assistant	Allendale	07/22/24
Roland, Michael	Custodian	John Deere	07/22/24
Sheley, Regan	Custodian	High School	07/15/24

H. Appointment to Differential Assignment - Non-Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
DePover, Mikayla	Boys Swim/Diving (.25)	High School
DePover, Mikayla	Girls Swim//Diving (.35)	High School
Frieden, Benjamin	Assistant Varsity Boys Golf	High School
Jostes, Wade	Assistant Sophomore Football (.50)	High School
Lammers, Samantha	Assistant Varsity Girls Basketball	High School
Ndiaye, Ahmadou	Assistant Grade 7/8 Boys Soccer	Wilson

I. Resignation from Differential Assignment - Non-Certified Staff

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
McMillion, Logan	Assistant Varsity Boys Golf	High School
Tyson, Alex	Grade 7 Girls Basketball	Wilson
Tyson, Alex	Grade 7 Boys Basketball	Wilson
Tyson, Alex	Grade 7 Football	Wilson

J. Payments for Board Approval

approval of payments:

Fund 1 Educational	3,009,216.54
Fund 2 Operations & Maintenance	161,348.55
Fund 3 Debt Service	605.00
Fund 4 Transportation	379,226.11
Fund 5 Retirement	219,918.46
Fund 6 Capital Projects	886,158.96
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	175,475.91
Fund 9 Life Safety Code	570.00
Fund 10 Group Insurance	1,042,045.38
Fund 11 Student Activity	<u>85,208.72</u>
TOTAL	5,959,773.63

See Attachment No. 3.

K. Freedom of Information Act Requests

A Freedom of Information Act request was received from Creative Energy requesting electronic copies of email addresses for school board members/trustees, email addresses and job titles for all current teachers, principals, superintendent, and administrative staff within the school district. The District has responded to this request.

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

- 1) Butterworth Elementary School Field by Moline Youth Football & Cheer from July 10, 2024 through October 17, 2024 from 5:30 p.m. until 7:30 p.m. for practices. John Deere Middle School Field and Browning Field on Saturdays from August 24, 2024 through October 19, 2024 from 9:00 a.m. until 5:00 p.m. for games. Rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 2) Bartlett Performing Arts Center by Momentum Dance Force on Friday, May 16, 2025 from 5:00 p.m. until 9:00 p.m. and Saturday, May 17, 2025 from 8:00 a.m. until 6:00 p.m. Building rental fees as stated in the contract.
- 3) Moline High School PE Facility by Moline Youth Basketball on Saturday, August 24, 2024 from 5:30 p.m. until 7:30 p.m. for Grades 3-6 tryouts. Wharton Field House on Saturday, October 12, 2024 from 5:30 p.m. until 7:30 p.m. for Grades 7-8 tryouts.

Wharton Field House, John Deere Middle School Gymnasium, and Wilson Middle School Gymnasium on Saturday, February 15, 2025 from 9:00 a.m. until 3:30 p.m. for championship games. Rental fees are to be waived. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.

- 4) Jane Addams Parking Lot on September 07, 2024 from 7:30 a.m. until 1:00 p.m. for The Gabe Perkins' Gift Memorial 5K Race and One-Mile Fun Run. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.
- 5) Moline High School Pool by Moline Swimming and Diving Feeder program, Monday through Friday for Fall and Winter 2024-2025 from 5:45 p.m. until 8:00 p.m. and Spring 2025 from 5:00 p.m. until 7:30 p.m. Compensation to be received only for custodial services required as a result of their program in the amount of \$54 per hour.

M. Engage Services - SEL Support Services: Leadership & Instructional Support in Planning for Consistent, High-Quality Student Support

that the Board of Education approve the implementation of the SEL Support Services by Hannah Reade, SEL Specialist with Rock Island Regional Office of Education, Moline, Illinois, to provide leadership and instructional support across all schools, at a total cost not to exceed \$30,000. **See Attachment No. 4.**

N. Engage Services - Concrete Work at Moline High School

that the Board of Education engage the services of Walter D. Laud Inc., East Moline, Illinois, for concrete work at Moline High School for a total cost not to exceed \$13,200. **See Attachment No. 5.**

O. Engage Services - HVAC Master Installation Agreement

that the Board of Education engage the services of Johnson Controls Inc., Moline, Illinois, for a total cost not to exceed \$1,486,040. These services are for HVAC improvements at Bicentennial Elementary, Roosevelt Elementary, John Deere Middle School, and Wilson Middle School. **See Attachment No. 6.**

P. Engage Services - Waterford Professional Development Services

that the Board of Education engage the services of Waterford, West Jordan, Utah, for 30 onsite professional development sessions/consulting dates at a total cost not to exceed \$54,450. **See Attachment No. 7.**

Q. Award of Bid - Bicentennial Light Fixtures (Gym, Stage & Cafeteria)

that the Board of Education award the bid for the Bicentennial Lighting system to Republic Electric Company, Davenport, Iowa, in the amount of \$6,873.55 and installation to Rock

River Electric, Colona, Illinois in the amount of \$23,540. **See Attachment No. 8.**

R. Award of Bid - Health Life Safety Hardware Upgrade

that the Board of Education award the bid for the Health Life Safety hardware upgrade to Doors Inc., Davenport, Iowa, for a total cost not to exceed \$17,695.58. **See Attachment No. 9.**

S. Approval of Fees for the 2024-2025 School Year and Summer 2025

that the Board of Education approve the recommendation of the Administration for fees for the 2024-2025 school year and for summer 2025. **See Attachment No. 10.**

T. Approval of Boundary Study for the Lincoln-Irving Expansion

that the Board of Education approve the boundary study by Davis Demographics, Dallas, Texas, for a total cost not to exceed \$24,000. **See Attachment No. 11.**

BOARD APPROVALS		Attachment No. 1
		07/22/24 Brd. Mtg.
MOLINE HIGH SCHOOL/ASPIRE		
Differential Assignments 2024-2025		
<u>Academic Team</u>		
Head Academic Team (8-10%)		Holly Anderson
Asst. Academic Team (5-7%)		Kim Anderson
<u>Bass Team</u>		
Assistant Bass Team (1-3%)		Tim Himsl (non-staff) (.33) Steve Paytash (non-staff) (.67)
<u>Department Chairperson (18-20%)</u>		
Electives Department Chair		Joe Ehlers
Counseling		Casey Stone
English		Arthur Wykoff
Foreign Language		Jose Castro
Mathematics		Lesley Lamphier
Physical Education / Driver Education		Ellen Garcia
Science		Joel Bohnsack
Social Studies		Trent Lamphier
Special Education		Stephanie Casey
<u>Dramatics</u>		
Fall Play Director (5-7%)		A Rathman (non-staff)
Fall Play Assistant Director (3-5%)		Erika Seabloom
Fall Play Technical Director (3%)		Phil Rhea
Winter Play Director (5-7%)		Kristin Koski
Winter Play Assistant Director (3-5%)		Angela Rathman (non-staff)
Winter Play Technical Director (3%)		Gabe Zeigler (non-staff)
Spring Musical Director (5-7%)		Ben Holmes
Spring Musical Assistant Director (3-5%)		Alex Ryser
Spring Musical Technical Director (3%)		Gabe Zeigler (non-staff)
<u>Forensics (6-8%)</u>		Erica Seabloom
<u>Creative Magazine (6-8%)</u>		Kathleen MacLennan

<u>Chess Club (6-8%)</u>	Dan Thompson
<u>History Club Advisor (4-6%)</u>	Trent Lamphier
<u>Interact Club (1-3%)</u>	Sylvia Salinas
<u>Link Leaders (3% each)</u>	
Link Leader Grade 10	Jenifer Hofmann
Link Leader Grade 11	Laurel Schroeder
Link Leader Grade 12	Shannon Finneran
<u>Minority Leaders of Tomorrow Advisor (3-5%)</u>	Adrian Ritchie
<u>Music</u>	
Vocal (17-19%)	Ben Holmes
Band (Instrumental) Director (17-19%)	Zackary Morton
Assisstant Band (Instrumental) Director (7-9%)	Mitchell Carter
Pep Band (2-3%)	Zackary Morton
Jazz Band (3-5%)	Zackary Morton
<u>Newspaper</u>	
Head Newspaper (12-14%)	Heidi Norcross
Asst. Newspaper (8-10%)	Heather Breidenbach
<u>Robotics (3%)</u>	Zach Bostic
<u>Student Activities</u>	
Head Student Activities Advisor (12-14%)	Becca Peterson
Assistant Student Activities Advisor (4%)	Christina Zobrist
<u>Student Lead Help Desk (5%)</u>	Lavanya Vijayaraghavan
<u>Yearbook (12-14%)</u>	Susan Hafner
<u>Business Internship (3-4%)</u>	Dan Byrne
<u>Intramurals (4%)</u>	Chris Larson Tim McCollum
<u>Therapy Dog Stipend (\$700)</u>	Heather Cousins

ASPIRE

Safety Supervisors (6%)

James Zacharewicz
Ryan Reade
Tara DeBlaey
Chris Dillie

John Deere Middle School Differential Assignments 2024-2025

Academic Team (4-5%)

Chris DeClerk

Detention (5-7%)

Karen Henkins

Dramatics (5-7%)

Alex Ryser (.5)
Angela Sheese(.5)

Event Sound Coordinator (4%)

Jennifer Morton (.5)
Angela Sheese (.5)

Vocal Music (5-7%)

Angela Sheese

Band (9-11%)

Jennifer Morton (.50)
Brenda Macke (.50)

Newspaper (4-6%)

Amorah Malzewski(.5)
Megan Lundquist (.5)

Safety Supervisor (3%) (10)

Alex Ryser
Paula Kobylski
Amorah Malzewski
Connor Gunneman
Dylan Cross
Rebecca Anderson (.50)
Kate Zacharewicz (.50)
Camille VanHyfte (para)

Student Congress (6-8%)

Amorah Malzewski (.50)
Megan Lundquist (.50)

Yearbook (8-10%)

Rachel McCoy (.50)
Krista Killam (.50)

Team Leader (6-8%)

Dylan Cross
Megan Whitaker
Jennifer Larsen
Erin Luckey
Kelly Hanghian
Michelle Pittington

WEB Leaders (3%)

Jamie Trost
Alex Ryser

Intramurals (5%)

Chris DeClerck

Wilson Middle School

Differential Assignments 2024-2025

Academic Team (4-5%)

Angie Curnyn

Detention (5-7%)

Jamie Trost

Dramatics (5-7%)

Hillary Erb

Event Sound Coordinator (4%)

Hillary Erb

Vocal Music (5-7%)

Hillary Erb

Band (9-11%)

Calesia House

Newspaper (4-6%)

Angie Curnyn

Safety Supervisor (3%) (10)

James Adamson (.50)
Alexandra Axup (.50)
Hunter Hendricksen (.50)
McKayla Putnam (.50)
Maria Moreno (para)
Zoe Zelnio (.50)
Jared Feller (.50)

Haley Gray (.50)
Diane Callaway
Nikki Castillo (para)
Nikki Castillo (para)
Jamie Trost (.50)
Meggan Self (para)
Mary Moore (.50)
Heather Beck (.50)

Student Congress (6-8%)

Paul Mitchell (.50)
Amanda Walters (.50)

Yearbook (8-10%)

Jared Feller (.50)
Heather McBride (LT Sub) (.50)

Team Leader (6-8%)

Kim Resler
Jenny Weeks
Angie Curnyn
Sharon Ford
Lyndsey Roberts
Tricia Engstrom-Gehring

WEB Leaders (3%)

Hunter Hendricksen (.50)
Mary Moore (.50)
Katie Brooks

Therapy Dog Stipend (\$700)

Marlena Urbain

Intramurals (5%)

Katie Brooks (.50)
Reagan Jones (.50)

Elementary

Differential Assignments 2024-2025

Library Chair (7%)

Kerry Ossian

K-5 Music Chair (3.5%)

Justin Lebo

6-12 Music Chair (3.5%)

Calesia House

Academic Team Coach (2%)

Bicentennial	Scott Ehlers JR
Butterworth	Julianne Conant
Franklin	Kelly Beem
Hamilton	Mara Fanello (.50)
Hamilton	Elaina Quilty (.50)
Roosevelt	Ali Fiems (.50)
Roosevelt	Anna Wetherell (.50)
Washington	Darci Keeling (.50)
Washington	Janessa Lampton (.50)
Willard	Raya Knight

Cup Stacking (2%)

Jane Addams	Andy Cockerill
Bicentennial	Jamie Fetty Ward
Franklin	Tyler Olson (.50)
Franklin	Rachel Moore (.50)
Hamilton	Ryan Rosenthal
Logan	Darren Dykstra
Willard	Mark Rittenhouse

Lego Team (2%)

Jane Addams	
Bicentennial	Christine Watts
Franklin	Andrew Anselmi
Logan	Rebecca Miller
Washington	Shirley Smith (.50)
Washington	Tiffany Piehl (.50)

Mini Theater/After School Choir (2%)

Jane Addams	Kathryn Griswold
Butterworth	Justin Lebo
Hamilton	Gabby Lewis
Logan	Teri Adams
Roosevelt	Justin Lebo
Washington	Katie Griswold
Willard	Raya Knight

Student Council (2%)

Jane Addams	Andy Cockerill
Bicentennial	Trisha Leibovitz

Butterworth
Franklin
Hamilton
Hamilton
Lincoln Irving
Logan
Roosevelt
Washington
Washington
Willard

Julianne Conant
Cammi Wallarab
Abby Clifford (.50)
Ann Talbot (.50)
Jasmin Landeros
Maggie Dykstra
Emily McKinney
Shirley Smith (.50)
Carmae Kern (.50)
Raya Knight

Special Olympics

Head Coach (6-8%)

Jerilyn Clark

Safety Patrol (1%)

Jane Addams
Bicentennial
Butterworth
Franklin
Franklin
Hamilton
Hamilton
Lincoln Irving
Logan
Roosevelt
Roosevelt
Washington
Will

Kathy Evans
Katie Christensen
Jessica Prowant
Andrew Anselmi (.5)
Lindsay Witherspoon (.5)
Emily Ehlers (.5)
Elaina Quilty (.5)
Cassandra Alaniz
Darren Dykstra
Anna Wetherell (.5)
Ali Fiems (.5)
Ashlyn Kane
Raya Knight

Safety Supervisor (6%)

Jane Addams
Bicentennial
Bicentennial
Bicentennial
Butterworth
Franklin
Franklin
Hamilton
Lincoln Irving
Logan
Roosevelt
Roosevelt

Kathy Evans
Maggie Johnson (.33)
Stacy Madison (.33)
Christine Spindel (.33)
Beth McMillion
Jenna Bennison (.50)
Cammi Wallarab (.50)
Laura Johnson
Shelly Boxell
Heather Morris (Interventionist)
Jacob Viaene(.50)
Allyson Radwan(.50)

Washington	Karen Jennings
Willard	Danielle Shull

Therapy Dog Stipend (\$700)

Jane Addams	Jace Teed (.50)
Hamilton	Sarah Teed (.50)
Logan	Tom Ferguson
Willard	Kelsey Walljasper

**Grade Level, Subject Level, Department Chairs
Differential Assignments 2024-2025**

Grade Level Chairs

Grade Level Chairperson (Kindergarten)	Eastman, Markaye	Lincoln Irving
Grade Level Chairperson (Grade 1)	Cabbage, Cassandra	Jane Addams
Grade Level Chairperson (Grade 2)	Kennelly, Rebecca	Willard
Grade Level Chairperson (Grade 3)	Talbot, Ann	Hamilton
Grade Level Chairperson (Grade 4)	Cullison, Erin	Hamilton

Subject Level Chairs (all levels) K-12

Subject Level Chairperson (Phys Ed)	Ellen Garcia	High School
Subject Level Chairperson (Art)	Dembosky, Sara	Bicentennial
K-5 Music Chair	Justin Lebo	Roosevelt
6-12 (Secondary) Music Chair	Calesia House	Wilson
Elementary Library Chair	Kerry Ossian	Jane Addams

High School Department Chairs (18-20%)

Electives	Joe Ehlers
Counseling	Casey Stone
English	Arthur Wyckoff
Foreign Language	Jose Castro
Mathematics	Leslie Lamphier
Physical Education / Driver Education	Ellen Garcia

Science	Joel Bohnsack	
Social Studies	Trent Lamphier	
Special Education	Stephanie Casey	

BOARD APPROVALS

Attachment No. 2

07/22/24 Brd. Mtg.

Moline High School**Athletic Differential Assignments 2024-2025****Baseball**

Head Varsity (16-18%)	Craig Schimmel
Asst. Varsity (11-13%)	Jim Zacharewicz
Head Grade 10 (11-13%)	Chris Dillie
Asst. Grade 10 (9-11%)	Matt Jasper (non-staff)
Head Grades 9 (9-11%)	Trevor DeJaynes (.25)
Head Grades 9 (9-11%)	Matthew Trouten (non-staff) (.25)
Head Grade 9 (Assistant?) (9-11%)	Michael Budka

Basketball

Boys-Head Varsity (28-30%)	Sean Taylor
Boys-Asst. Varsity (15-17%)	Pat Rangel (non-staff)
Boys-Head Sophomore (15-17%)	Matt Hollenback (non-staff)
Boys-Asst. Sophomore (13-15%)	Troy Noble
Boys-Head Grade 9 (13-15%)	Jamal Randle (non-staff) (.50)
Boys-Head Grade 9 (13-15%)	Adrian Ritchie (.50)
Girls-Head Varsity (28-30%)	Katelyn McNamara
Girls--Asst. Varsity (15-17%)	Samantha Lammers (non-staff)
Girls-Head Sophomore (15-17%)	Darrick Reaves (non-staff)
Girls-Asst. Sophomore (13-15%)	Michelle Hollenback (non-staff)
Girls-Head Grade 9 (13-15%)	Erin Morrissey (non-staff)

Bowling

Girls (10-12%)	Matt Woods
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Cross Country

Head Varsity Boys/Girls (13-15%)	Tauwon Taylor
Asst. Varsity Boys/Girls (9-11%)	Jill Iams (non-staff)

Football

Head Varsity (28-30%)	Mike Morrissey
Asst. Varsity (12-14%)	Ed Morrissey (non-staff)
Asst. Varsity (12-14%)	Greg Ventris (.50)
Asst. Varsity (12-14%)	Kevin Gorgal (.50)
Asst. Varsity (12-14%)	Eric Josuphait (.50)
Asst. Varsity (12-14%)	Darren Phelps (.50)

Asst. Varsity (12-14%)

Anthony Frakes (.50)

Asst. Varsity (12-14%)

Eli Simmons (.50)

Head Sophomore (10-12%)

Darrick Reaves (non-staff)

Asst. Sophomore (9-11%)

Tyler Olson (.50)

Asst. Sophomore (9-11%)

Tyler Rasche (non-staff) (.50)

Asst. Sophomore (9-11%)

Derek Butts (.50)

Asst. Sophomore (9-11%)

Wade Jostes (non-staff) (.50)

Head Grade 9 (9-11%)

Adam Rasche

Asst. Grade 9 (8-10%)

Tim McCollum (.50)

Asst. Grade 9 (8-10%)

Noah Ross (non-staff)(.50)

Golf

Boys (6-8%)

Max Haverland

Assistant Boys (1-3%)

Benjamin Frieden (non-staff)

Girls (6-8%)

Logan Bennison

Assistant Girls (1-3%)

M. Robertson (non-staff)

Soccer

Head Varsity Boys (15-17%)

Rick Sanchez (non-staff)

Asst. Varsity Boys (10-12%)

Brandon Sanchez (non-staff)

Head Grade 9 (JV) Boys (9-11%)

Charlie Whiteman (non-staff) (.75)

Head Grade 9 (JV) Boys (9-11%)

Luis Ojeda (non-staff) (.25)

Head Grade 10 Boys Soccer (10-12%)

Nathan Sanchez (non-staff) (.75)

Head Grade 10 Boys Soccer (10-12%)

Nestor Sanchez (non-staff) (.25)

Head Varsity Girls (15-17%)

Lindsay Schilb

Asst. Varsity Girls (10-12%)

Gio Saucedo (non-staff)

Asst. Varsity Girls (10-12%) (Gr 10)

Charlie Whiteman (non-staff)

Head Grade 9 (JV) Girls (9-11%)

Suan Cin (non-staff) (.65)

Head Grade 9 (JV) Girls (9-11%)

Jazmine Cunningham (non-staff) (.35)

Softball

Head Varsity (16-18%)

Jordan Wages (non-staff)

Asst Varsity (11-13%)

Rico Navarro (non-staff) (.25)

Asst. Varsity (11-13%)

Timmy Wages (non-staff) (.75)

Head Grades 9 & 10 (11-13%)

Kylee Villareal (non-staff)

Asst. Grade 10 (9-11%)

Brooke Holzman (non-staff)

Swimming

Boys - Head Varsity (16-18%)

Michael Roche (non-staff)

Boys - Asst. Varsity (11-13%)
JV Swimming and Diving (6-8%)
JV Swimming and Diving (6-8%)
JV Swimming and Diving (6-8%)

Evan Juarez (non-staff)
Joel Delp (.40)
John Roche (non-staff) (.35)
Mikayla Depover (non-staff) (.25)

Girls - Head Varsity (16-18%)
Girls - Asst. Varsity (11-13%)
JV Swimming and Diving (6-8%)
JV Swimming and Diving (6-8%)
JV Swimming and Diving (6-8%)

Michael Roche (non-staff)
Hunter Hendricksen
Joel Delp (.40)
John Roche (non-staff) (.25)
Mikayla Depover (non-staff) (.35)

Tennis

Boys - Asst. Varsity (10-12%) JV

Matt Wilhelm (non-staff)

Girls - Head Varsity (15-17%)
Girls - Asst. Varsity (10-12%)
Girls - Asst. Varsity (10-12%)

Brooke Forsberg (non-staff)
Matt Wilhelm (non-staff)
Rick Mellinger (non-staff)

Track

Boys - Head Varsity (18-20%)
Boys - Asst. Varsity (12-14%)
Boys - Asst. Varsity (12-14%)
Boys - Asst. Varsity (12-14%)
Boys - Asst. Varsity (12-14%)

Tauwon Taylor
Adam Rasche
Laura Johnson
Luis Vasquez (.70)
Joel Delp (.30)

Girls - Head Varsity (18-20%)
Girls - Asst. Varsity (12-14%)
Girls - Asst. Varsity (12-14%)
Girls - Asst. Varsity (12-14%)
Girls - Asst. Varsity (12-14%)
Girls - Asst. Varsity (12-14%)

Joel Bohnsack
Rebecca Anderson
Michelle Hulett (non-staff) (.40)
Merle Norberg (non-staff) (.30)
Eli Simmons
Jenna Adams (.30)

Volleyball

Head Varsity (15-17%)
Assistant Varsity (10-12%)
Head Sophomore (10-12%)
Head Grade 9 (8-10%)

Jenna Laxton (non-staff)
Kristen Veto (non-staff)
Sarah Fetter
Mariah Ross (non-staff)

Wrestling

Head Varsity (18-20%)
Asst. Varsity (12-14%)
Asst. Varsity (12-14%)
Head Sophomore (11-13%)

Jacob Ruettiger
Caleb Dorsey (non-staff) (.50)
James Ealy (.50)
Edward Raya (non-staff) (.50)

Head Sophomore (11-13%)	Greg Ventris (.50)
Head Grade 9 (11-13%)	Nick Jurczyk (non-staff) (.50)
Head Grade 9 (11-13%)	Jonathon Naab (non-staff) (.50)

<u>Weight Room Manager (10-12%)</u>	Darren Phelps
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Cheerleaders

Fall (7-9%)	Megan Ramirez
Assistant Fall (2-4%)	McKensie Fortner (non-staff)
Assistant Fall (2-4%)	Jadelyn Agent (non-staff)
Winter (9-11%)	Megan Ramirez
Assistant Winter (3-5%)	McKensie Fortner (non-staff)
Assistant Winter (3-5%)	Jadelyn Agent (non-staff)

<u>Contemporaires (5-7%)</u>	Sarah Thieme (.50)
	Amanda Pauley (.50)

<u>Flags and Twirlers (3-5%)</u>	Kathryn Griswold
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Special Olympics

Head Athletic Coach (15-17%)	Holly VanHerzeele
Assistant Athletic Coach (11-13%)	Cheryl Lyman (non-staff)

John Deere Middle School
Athletic Differential Assignments 2024-2025

<u>Athletic Manager (18-20%)</u>	Robert Michna
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Basketball

Boys - Head Grade 7 (7-9%)	Mike Welch (non-staff)
Boys - Head Grade 8 (7-9%)	Scott Hollenbeck (non-staff)
Girls - Head Grade 7 (7-9%)	Logan Bennison
Girls - Head Grade 8 (7-9%)	Rebecca Anderson

Cross Country

Head Grades 7/8 (6-8%)	Rebecca Anderson
Assistant 7/8 (2-4%)	Kate Zacharewicz

Football

Head Grades 7/8 (7-9%)	Brandon Hollenback (non-staff)
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Asst. Head Grades 7/8 (7-9%)
Asst. Grades 7/8 (6-8%) Asst 7
Asst. Grades 7/8 (6-8%) Asst 8

Alvin Carbajal (non-staff)
Chris Dillie
Ryan Reade

Swimming - Co-ed

Head Grades 7/8 (2-4%)
Asst. Grades 7/8 (1-3%)

(See Wilson Athletics, shared stipends)
(See Wilson Athletics, shared stipends)

Soccer

Boys-Head Grade 7/8 (7-9%)
Boys-Asst. Grade 7/8 (6-8%)
Girls-Head Grade 7/8 (7-9%)
Girls-Asst. Grade 7/8 (6-8%)

Andres Ramirez (non-staff)
Ryleigh O'Brien (non-staff)
Ryleigh O'Brien (non-staff)
Andres Ramirez (non-staff)

Tennis

Head Gr. 7/8 Boys (5-7%)
Head Gr. 7/8 Girls (5-7%)

Tom Slininger (non-staff)
Tom Slininger (non-staff)

Track

Boys - Head Grade 7 (5-7%)
Boys - Head Grade 8 (5-7%)

Chuck Ellis (non-staff)
Kyle Ekberg (non-staff)

Girls - Head Grade 7 (5-7%)
Girls - Head Grade 8 (5-7%)
Girls-Assistant Grade 8 (3-5%)

Quesean Ford (non-staff)
Camille Vanhyfte (non-staff)
Mary Bargren (non-staff)

Volleyball

Head Grade 7 (6-8%)
Head Grade 8 (6-8%)

Teresa Stabler (non-staff)
Chrissy Dieckman

Wrestling

Head Grades 7 & 8 (7-9%)
Asst. Grades 7 & 8 (6-8%)

Dan Francescon (high school)
Juan Tapia (non-staff)

Cheerleaders (8-10%)

Camille VanHyfte (non-staff) (.50)
Dawn Carnahan (non-staff) (.50)

Special Olympics

(See Wilson Athletics, shared stipends)

Wilson Middle School

Athletic Differential Assignments 2024-2025

Athletic Manager (18-20%)

Dan Olson

Basketball

Boys - Head Grade 7 (7-9%)

Alex Tyson (non-staff)

Boys - Head Grade 8 (7-9%)

Trevor May (non-staff)

Girls - Head Grade 7 (7-9%)

Alex Tyson (non-staff)

Girls - Head Grade 8 (7-9%)

Tasha Wiemers

Cross Country

Head Grades 7/8 (6-8%)

Matt Perkins

Assistant 7/8 (2-4%)

Alyssa Brems

Football

Head Grades 7/8 (7-9%)

Paul Mitchell (8th)

Asst. Grades 7/8 (6-8%)

Greg Quick (non-staff) (8th)

Asst. Grades 7/8 (6-8%)

Dalton Roselle (non-staff) (7th)

Soccer

Boys-Head Grade 7/8 (7-9%)

Devin McNeill (non-staff)

Boys-Asst. Grade 7/8 (6-8%)

Amadou Nidaye (non-staff)

Swimming - Co-ed

Head Grades 7/8 (2-4%)

Michael Roche (non-staff)

Asst. Grades 7/8 (1-3%)

Hunter Hendricksen

Tennis

Head Gr. 7/8 Boys (5-7%)

Tasha Wiemers

Head Gr. 7/8 Girls (5-7%)

Michael Allee

Track

Boys-Assistant Grade 7 (3-5%)

Nikki Castillo (non-staff)

Girls - Head Grade 7 (5-7%)

Alex Tyson (non-staff)

Girls - Head Grade 8 (5-7%)

Matt Perkins

Volleyball

Head Grade 7 (6-8%)

Hillary Erb

Head Grade 8 (6-8%)

Tiffany Denys

<u>Wrestling</u>	
Head Grades 7 & 8 (7-9%)	Joe Ventris (non-staff)
Asst. Grades 7 & 8 (6-8%)	Austin Ventris (non-staff)
<u>Cheerleaders (8-10%)</u>	
	Alexandra Axup
<u>Special Olympics: Middle School</u>	
Head (6-8%)	Erica Waterman
Assistant (3-5%)	Tara Wilson (non-staff)

TO: Members of the Board of Education

FROM: Dr. Brian Prybil, Deputy Superintendent ^{BP}
Erin Terstriep, Assistant Superintendent for Student Services & Special Education ^{AT}

DATE: July 18, 2024

SUBJECT: Engage Services – SEL Support Services: Leadership & Instructional Support in Planning for Consistent, High-Quality Student Support

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


Action Necessary: Approval from the Board of Education is sought to implement the SEL Support Services, which includes comprehensive planning and support initiatives for the 2024-2025 school year.

Facts: The SEL Support Services aim to enhance student support and maintain consistency across schools by focusing on several key areas. These include establishing consistent principal best practices, creating a structured problem-solving process for interventions, and defining clear roles and expectations for counselors, especially in leading Tier One Social-Emotional Learning (SEL) supports. We will also establish a clear framework for Tier One support and strengthen systems for Tier 2 and Tier 3 transitions. Behavior management will be improved with the implementation of a behavior MTSS flow chart and clear redirection protocols. School-wide initiatives will include rolling out high-functioning building matrices and engaging with the ASPIRE Program. Data and systems will be standardized across platforms like Class Dojo and Skyward. Additionally, Hannah Reade, an SEL Specialist from the Rock Island ROE, will be working with our staff at all 10 elementary schools for 200 hours to align behavior components and review district documents. This initiative is designed to provide comprehensive, consistent, and high-quality support for all students.

Cost: The total cost for the SEL Support Services with Hannah Reade will not exceed \$30,000 and will be paid for from Federal Title grants.


Recommended Action: That the Board of Education approve the implementation of the SEL Support Services by Hannah Reade, SEL Specialist with Rock Island Regional Office of Education, Moline, Illinois, to provide leadership and instructional support across all schools, at a total cost not to exceed \$30,000.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

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

DATE: July 18, 2024

SUBJECT: Engage in Services – Concrete Work at Moline High School

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

Action Necessary: Board of Education approval is requested.

Facts: Proposals were accepted by Moline-Coal Valley School District, Moline, Illinois, for the Removal and Replacement of 4” 200 sq ft PCC Concrete around the High School Concession Stand. Removal and disposal of existing concrete. Installation of new 4” 200 sq ft PCC reinforced with 42-pound mesh. Expansion joints and tie bars will be installed where necessary. Concrete will be cured using a liquid membrane curing compound. Backfilling and seeding of areas disturbed by our operations will be provided by Laud Inc.

Therefore, the Administration recommends that the Board of Education engage the services of Walt D. Laud Inc. for the work as identified.

Cost: The cost of these services will be \$13,200.00 and will be paid out of Operations and Maintenance (Fund 2).


Recommended Motion: That the Board of Education engage the services of Walter D. Laud Inc., East Moline, Illinois, for concrete work at Moline High School for a total cost not to exceed \$13,200.00.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

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

DATE: July 18, 2024

SUBJECT: Engage in Services – HVAC Master Installation Agreement

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

Action Necessary: Board of Education approval is requested.

Facts: The current HVAC systems at Bicentennial Elementary, Roosevelt Elementary, John Deere Middle School, and Wilson Middle School require repair or replacement. Unfortunately, due to the age of the equipment, the parts are obsolete and no longer available. Both the heating and the air conditioning units in these buildings are affected by the inability to get the parts needed for these systems.

At Roosevelt, the boiler heating pumps (installed in 1992) and building management control system (installed in 2001) requires replacement. At Bicentennial, the water source heat pumps for the cafeteria, stage, and gym, and the control integration (all installed in 2008) require replacement. At John Deere, the water source heat pumps for the auditorium and the control integration system (both installed in 2010) need replacement. At Wilson, the water source heat pumps and control integration for the auditorium, cafeteria, and rec area (all installed in 2010) require replacement.

If the District uses the traditional Request for Proposal (RFP) process, the purchase of equipment with ESSER funds will not be available for one or more of the projects, which would prevent completion over the 2024-25 fiscal year and the summer of 2025. This could impact the educational process, should there be equipment failures in the Old and outdated equipment is currently in place.

Based on the above, the District administration believes that the Master Installation Agreement, which is an approved funding process using the Sourwell agreement to award a bid outside the traditional RFP process, is a viable alternative to secure the work needing to be completed. If approved, this would allow some of the construction to be completed during the 2024-25 school year utilizing holidays & breaks. Thereafter, any equipment delayed could still be installed without disruption, since most of it would be outside of the classrooms.

After reviewing options and having discussions with current District vendors, Johnson Controls has submitted a Schedule (1) for facility improvement measures

with budget pricing for the design/build of some of the HVAC systems listed at Bicentennial, Roosevelt, John Deere, and Wilson, which should be completed within the timeline established. The proposal is attached.

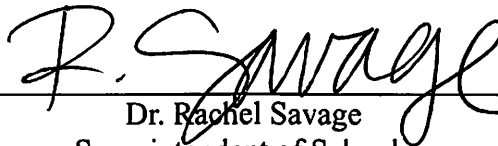
Administration recommends that the Board of Education award the Master Installation Agreement to Johnson Controls, Moline, Illinois for the amount of \$1,486,040. This agreement does not bind the District to complete all of the above-listed projects, and it allows amendments to the agreement to meet District priorities, needs, and funding specifications.

Therefore, the Administration recommends that the Board of Education engage the services of Johnson Controls Inc. for the work, as identified.

Cost: The cost of these services is up to \$1,486,040 and up to \$1,306,040 will be paid out of a combination of ESSER, Capital Projects (Fund 6), and \$180,000 using Health Life Safety (Fund 9).

Recommended Motion: That the Board of Education engage the services of Johnson Controls Inc., Moline, Illinois, for a total cost not to exceed \$1,486,040. These services are for HVAC improvements at Bicentennial Elementary, Roosevelt Elementary, John Deere Middle School, and Wilson Middle School.

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. The signature is cursive and stylized.

Dr. Rachel Savage
Superintendent of Schools

MASTER INSTALLATION AGREEMENT

This Master Installation Agreement ("Agreement") is made this ____ day of _____, 2024 by and between JOHNSON CONTROLS, INC. ("JCI") and the Board of Education Moline Coal Valley School District ("Customer") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, pursuant to the Illinois Governmental Joint Purchasing Act, 30 ILCS 525 *et seq.* ("Act"), Customer is authorized to purchase personal property, supplies and services through a cooperative purchasing program, provided that the cooperative purchasing program meets certain conditions, including the utilization of a competitive procurement process relative to services and goods; and

WHEREAS, JCI is an authorized vendor under the program known as Sourcewell contract #070121-JHN ("Sourcewell"), which is a cooperative purchasing program pursuant to the Act; Customer member # 5574 and

WHEREAS, in accordance with the Act, Customer desires to retain JCI to complete certain improvements to Customer's facilities through Sourcewell and pursuant to the terms and conditions contained in this Agreement (such improvements collectively referred to herein as the "Project"); and

WHEREAS, the Parties anticipate that all or virtually all of the design work associated with the Project is or will be exempt from the Illinois Professional Engineering Practice Act of 1989; and

WHEREAS, both Customer and JCI are authorized to, and have taken all necessary action to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. WORK; EQUIPMENT SELECTION. This Agreement is an indefinite quantity contract pursuant to the Act in which JCI will complete certain improvements of the types categorized in **Schedule 1A** attached hereto ("Facility Improvement Measures") in one or more of Customer's facilities listed in **Schedule 1B** attached hereto (collectively, the "Facilities" and individually, a "Facility") in accordance with the specifications and prices associated with Johnson Controls Sourcewell contract 030817-JHN. Customer hereby allocates a maximum budget authority of \$1,486,040 to the completion of the Project, subject to the actual pricing determinations to be completed pursuant to the Statements of Work (as set forth below). Through its Construction Manager or Director for Facilities, Customer and JCI will cooperate to jointly develop and establish a scope of work for the specific Facility Improvement Measures to be completed in one or more Facilities, along with corresponding pricing to complete such Facility Improvement Measures and a construction schedule for implementation, all to be set forth in one or more written statements of work ("Statement(s) of Work", with the work, goods or services described therein as the "Work"). To be effective, a Statement of Work must be executed by both the Customer, through its Construction Manager or Director of Facilities, and JCI.

2. COMMENCING WORK; SUBSTANTIAL COMPLETION. This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within _____ () business days of the effective date of a Statement of Work (or as otherwise specifically set forth in the applicable Statement of Work), and shall achieve substantial completion of the Work in accordance with the deadline set forth in the applicable Statement of Work, provided that all Work shall be completed by such date as to ensure full compliance with expenditure and reporting requirements associated with the Project's source of funding and associated fund application materials, as confirmed by Customer. For purposes of this Agreement, "Substantial Completion" means the point in time where the Customer may utilize the Work for its intended purpose with only minor elements remaining uncompleted.

3. ACCESS. Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all Facilities and properties in Customer's control where the Work is to be performed.

4. COMPENSATION. In consideration of JCI's construction of the Work, Customer shall pay JCI the applicable compensation amount set forth in the Statements of Work (collectively, the "Contract Sum"). The terms and conditions relating to Customer's payment of the Contract Sum to JCI shall be as provided in **Schedule 2** attached hereto.

5. PERMITS, TAXES, AND FEES. Unless expressly excluded as an obligation of JCI in a Statement of Work, JCI shall be responsible for obtaining all building permits required to perform the Work. Unless such goods or services are included as part of the Work, JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler, or other applicable code, standard, law, regulation, ordinance or other requirement. JCI shall be responsible for and shall pay when due all assessments, charges and sales, use, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work, provided JCI may use the amounts budgeted in Section 1 to pay for such assessments, charges and sales, use, excise or other similar taxes. Customer shall be responsible for real or personal property taxes relating to equipment or material included in the Work. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

6. WARRANTY. JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other specific period identified in a Statement of Work. If JCI installs or furnishes goods or equipment under this

Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be the Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in a Statement of Work, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work.

7. CLEANUP. JCI shall keep the Facilities and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

8. SAFETY; COMPLIANCE WITH LAWS. JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with their respective performance hereunder.

9. HAZARDOUS MATERIALS. JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at the Facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work, notification shall be provided to the other Party and the Work shall be ceased in the affected area. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls, including specifically mold and lead-based paint. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold. To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of Non-JCI Hazardous Materials on, under or about the Facilities.

10. CHANGE ORDERS. The Parties, without invalidating this Agreement or any Statement of Work, may request changes in the Work to be performed under this Agreement or a Statement of Work, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms and time for performance shall be equitably adjusted in accordance with a written Change Order, as mutually agreed upon by the Parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon by the Parties in a Change Order.

11. INSURANCE. JCI shall maintain insurance in the amounts set forth below in full force and effect at all times until the Work has been completed and shall provide Customer with a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES

LIMITS OF
LIABILITY

Workmen's Compensation Insurance or self-insurance,
including Employer's Liability

Statutory

Commercial General Liability Insurance

\$2,000,000 Per
Occurrence

\$2,000,000
Aggregate

Comprehensive Automobile Liability Insurance

\$1,000,000
Combined Single
Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

JCI shall name Customer as an additional insured and loss payee for the insurance required under this Agreement and such insurance shall be primary to the insurance of Customer to the extent of JCI's negligence. Customer shall be responsible for obtaining builder's risk insurance coverage for the Work and shall at all times be responsible for any loss or casualty to the Work. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

12. INDEMNIFICATION. JCI will indemnify Customer for all damages, losses, and expenses with respect to any third-party claims against Customer for personal injury (including death) or tangible property damage, but only to the extent such damages, losses, and expenses are caused by the negligence, recklessness, or willful misconduct of JCI in fulfilling its obligations under this Agreement or a Statement of Work.

13. LIMITATION OF LIABILITY. Neither JCI nor Customer will be responsible to the other for any special, REMOTE, punitive, exemplary, loss of profits or revenue, or similar damages, regardless of how characterized and regardless of a party having been advised of the possibility of such potential losses or relief, arising in any manner from this Agreement, A STATEMENT OF WORK, the Work, the facilities or otherwise. JCI'S liability under this agreement AND/OR ANY STATEMENT OF WORK, regardless of the form of action, shall in no event exceed the CONTRACT SUM. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

14. FORCE MAJEURE; DELAYS. If a Party's performance of its obligations under either this Agreement or a Statement of Work is delayed, prevented or impacted by an Force Majeure Event (defined below), the affected Party shall (a) with reasonable promptness after learning of the event provide written notice to the other Party of the existence of, known or estimated extent of, and reason for such Force Majeure Event, and (b) be excused from timely performance of such obligations to the extent caused by and during the existence of the Force Majeure Delay. As used herein, "Force Majeure Events" are conditions that are beyond the reasonable control and without the intentional misconduct or negligence of a Party, either foreseeable or unforeseeable, including, without limitation, severe weather, flooding, seismic disturbances, acts of God, acts or omissions of government agencies, condemnation, strikes, labor disputes, epidemics, pandemics, disease, quarantines or other public health risks and/or responses, fires, explosions or other casualties, thefts, vandalism, riots or war, acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, or electronic communications systems, changes in Laws, data breach, cyber-attacks, ransomware, or unavailability of parts, materials or supplies.

15. DISPUTES. JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement or a Statement of Work (collectively, "Dispute") through direct discussion in good faith. If a Dispute cannot be resolved through such discussions, then, upon the request of either Party, the Dispute shall be tendered to non-binding mediation within thirty (30) days of the conclusion of the Parties' discussions. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the Parties cannot so agree, a mediator designated by JAMS, Inc. who is knowledgeable, to each Party's reasonable satisfaction, with respect to matters concerning construction law. Unless otherwise mutually agreed by the Customer and JCI in writing and consistent with the mediator's schedule, the mediation (i) shall commence within ninety (90) days of the submission of the dispute to mediation, and (ii) shall occur in Lake County, Illinois. If the mediation has not successfully resolved the Dispute, either Party may pursue legal or equitable remedies against the other through litigation; provided that, neither JCI nor Customer will commence a claim or action pursuant to this Section 15 until not less than thirty (30) days after the mediation referred to above has occurred.

16. GOVERNING LAW. This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the State of Illinois, without regard to its conflict of law principles. Any dispute or claim from this Agreement shall be resolved exclusively in the Nineteenth Judicial Circuit Court of Illinois (Lake County), and the parties hereby irrevocably submit to the personal jurisdiction of said court and waive all defenses thereto.

17. CONSENTS; APPROVALS; COOPERATION. Whenever Customer's consent, approval, satisfaction, or determination shall be required or permitted under this Agreement or the Statement of Work, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work.

18. FURTHER ASSURANCES. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement, including without limitation, providing reasonable evidence that Customer has the financial ability to pay JCI the Contract Sum.

19. INDEPENDENT CONTRACTOR. The relationship of the Parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

20. POWER AND AUTHORITY. Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

21. SEVERABILITY. In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

22. COMPLETE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises, or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments, and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own

judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

23. HEADINGS. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

25. NOTICES. All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at _____, Attn: _____, with a copy to Johnson Controls, Inc., ATTN: General Counsel – BT&S, 507 East Michigan Street, Milwaukee, Wisconsin, 53202: and to Customer at _____.

BOARD OF EDUCATION,

JOHNSON CONTROLS, INC.

Moline Coal Valley SD #40

Signature: _____

Signature: _____

Printed Name: _____

Printed Name:

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1

SCHEDULE 1A – FACILITY IMPROVEMENT MEASURES

FIM	Location	FIM DESCRIPTION	
FIM-1	Bicentennial Elementary	Mechanical and controls upgrade	\$ 420,010
FIM-2	John Deere Middle School	Mechanical and controls upgrade	\$ 266,943
FIM-3A	Roosevelt Elementary	Boiler, primary pump and piping upgrades	\$ 146,962
FIM-3B	Roosevelt Elementary	Hot water pumps and piping upgrades	\$ 57,733
FIM-3C	Roosevelt Elementary	Controls upgrades	\$ 314,855
		Total Roosevelt School	\$ 519,550
FIM-4A	Wilson Middle School	Heat pump replacements auditorium	\$ 279,537
		Total Wilson School	\$ 279,537

SCHEDULE 1B – CUSTOMER'S FACILITIES

FIM	Location
LOC-1	Bicentennial Elementary
LOC-2	John Deere Middle School
LOC-3	Roosevelt Elementary
LOC-4	Wilson Middle School

SCHEDULE 2

CONTRACT SUM – PAYMENT TERMS AND CONDITIONS

Customer shall make payments to JCI pursuant to this **Schedule 2**.

1. **Contract Price.** Customer shall pay JCI the Contract Sum as defined in the Agreement for completing the Work in accordance with below.
2. **Installation Period Payments.**
 - a. Each Statement of Work shall include a schedule of values for all of the Work set forth in the Statement of Work (a "**Schedule of Values**"), which divides such Work into its respective parts, and assigns values for all items comprising the Work, which in the aggregate, equal the portion of the Contract Sum set forth in the Statement of Work. The Schedule of Values serves as the basis for Customer's monthly progress payments made to JCI for the Work. As construction of the Work progresses, JCI shall reasonably update and amend the Schedule of Values, as necessary, to account for any changes in the Contract Price, the Work and/or other material terms.
 - b. On or before the 5th day of each month, JCI shall submit for Customer's review and approval JCI's application for payment requesting payment for all Work performed as of the date of the application for payment (using a percentage of completion approach in conjunction with the Schedule of Values). The application for payment shall be accompanied by lien waivers shall be provided on a "one draw delay" basis.
 - c. Customer shall approve or reject, in whole or in part, JCI's payment applications within ten (10) days after receipt of same. For all payment applications, approved either in whole or in part, Customer shall make a corresponding payment to JCI within ten (10) days after Customer's receipt of such application for payment, less the total of payments previously made, and less amounts properly withheld under clause (h) below.
 - d. JCI may also submit an application for payment for equipment and materials not yet incorporated into the Work, provided that (i) Customer is satisfied that the equipment and materials are suitably stored at either the Premises or another acceptable location, (ii) the equipment and materials are protected by suitable insurance, and (iii) upon payment, Customer will receive the equipment and materials free and clear of all liens and encumbrances.
 - e. JCI's application for payment constitutes JCI's representation that the Work described therein has progressed to the point indicated in the application for payment,

and that title to all Work will pass to Customer free and clear of all claims, liens, encumbrances, and security interests upon JCI's receipt of payment.

f. Withholding of Payments.

i. If Customer determines that JCI is not entitled to all or part of an application for payment as a result of JCI's failure to meet its obligations hereunder, it will notify JCI in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Customer intends to withhold, the reasons and contractual basis for the withholding, and the specific measures JCI must take to rectify Customer's concerns. JCI and Customer will attempt to resolve Customer's concerns prior to the date payment is due. If the Parties cannot resolve such concerns, JCI may pursue its rights under Section 15 of the Agreement.

ii. Notwithstanding anything to the contrary contained herein, Customer shall pay JCI all undisputed amounts in an application for payment within the times required by this Schedule 2.

iii. All payments due and unpaid shall bear interest at the rate established in the Illinois Local Government Prompt Payment Act.


SAMPLE STATEMENT OF WORK

STATEMENT OF WORK

Statement of Work # <u> 1 </u> dated _____ For work within the Master Installation Agreement between Johnson Controls, Inc. and Moline Coal Valley SD #40 dated: <u> </u> -	Contract # _____	
Customer Moline Coal Valley SD #40		
The above referenced Master Installation Agreement is hereby modified to the extent described below in accordance with the Terms and Conditions of the STATEMENT OF WORK section thereof.		
Statement of Work General Description:		
See page 6 and attachments for Scope details		
Current total contract amount (Maximum Budget Authority \$1,486,040 less previously Approved statements of work.....	\$	
Total amount of this Statement of Work	\$	

Total Remaining Master Installation Contract amount as revised by this Statement of Work.....		\$
Unless specifically changed by this Statement of Work, all terms, conditions, and provisions of the above referenced Master Installation Agreement remain unchanged and in full effect		
Submitted to and reviewed by Sourcewell Y/N ____ Date ____		
JOHNSON CONTROLS, INC.	Moline Coal Valley School District #40	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	

Insert Scope of Work Here

TO: Members of the Board of Education
FROM: Dr. Brian Prybil, Deputy Superintendent 
DATE: July 18, 2024
SUBJECT: Engage Services - Waterford Professional Development Services

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

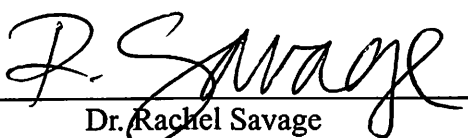
Action Necessary: Approval is requested to purchase 30 onsite professional development/consulting days for all 10 elementary schools.

Facts: With the new elementary-wide implementation of the Waterford Reading Academy for grades Kindergarten through 3rd grade, comprehensive training will be provided to teachers to fully utilize all the resources Waterford offers, significantly enhancing students' learning journeys. The Waterford Professional Learning framework incorporates four key domains: Implementation Fidelity, Professional Learning, Instructional Coaching, and Collaborative Inquiry. These domains ensure that professional learning is evidence-based and aligned with best practices for effective instruction. The Waterford Reading Academy aligns fully with our K-2 foundational skills program, Heggerty Bridge to Reading. Teachers will engage in whole-group differentiated instruction and applied practice, receive personalized and reflective instructional coaching, and foster cross-functional communication, enhancing collaboration between district leadership and families. The professional development sessions will equip teachers with essential skills, including navigating teacher and student portals, understanding usage recommendations, interpreting and analyzing data for instructional decisions, and creating custom playlists for personalized learning experiences. These sessions will empower educators to maximize the potential of Waterford's adaptive technology, thereby supporting individualized learning and differentiated instruction for students. These days will be scheduled in coordination with individual building administrators to ensure optimal participation for our teachers. Additionally, if needed, these days can be utilized for the implementation of Waterford Family Academy, providing our buildings with options to engage and support learning at home.

Cost: The district will purchase 30 onsite professional development sessions for a total cost of \$54,450, paid for with Title Funds. This rate represents a savings of \$1,445 per session compared to the normal cost of \$3,260 per session. The per-day investment for these sessions is \$1,815.


Recommended Action: That the Board of Education engage the services of Waterford, West Jordan, Utah, for 30 onsite professional development sessions/consulting days at a total cost not to exceed \$54,450.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

TO: Members of the Board of Education

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

DATE: July 18, 2024

SUBJECT: Award of Bid – Bicentennial Light Fixtures (Gym, Stage & Cafeteria)

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

Action Necessary: Board of Education approval is requested.

Facts: Bicentennials has a DMX lighting system for the Gym, Stage, and Cafeteria. The DMX controller has failed and is no longer repairable. In July of 2023, the DMX control module was sent to the manufacturer's factory to be rebuilt. At that time information was provided that it might not be repairable again due to the age of the controller (Installed in 2008). The repair lasted until April 2024. In April, Rock River Electric was able to bypass the controller to operate the lighting system manually, but that was a temporary repair. The cost to replace the fixtures and the controller is shown in the bid tab. The district will be purchasing the lighting fixtures directly from Republic Electric Company with the installation by Rock River Electric. Rock River has provided the installation of the lighting system in MHS BPAC, John Deere Auditorium, and Wilson Auditorium.

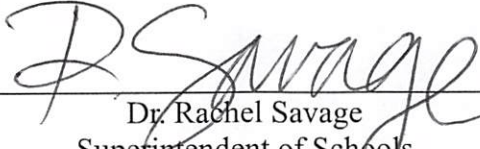
Bids were received on June 25, 2024. The bids are as shown in the attached tabulation.

Therefore, it is the recommendation of the administration that the Board of Education award the contracts for the purchasing and installation of the Bicentennial Lighting System to the qualified bidder, as identified.

Cost: The total cost is \$ 30,413.55 and will be supported by Capital Projects (Fund 6).

Recommended Motion: That the Board of Education award the bid for the Bicentennial Lighting system to Republic Electric Company, Davenport, Iowa, in the amount of \$6,873.55 and installation to Rock River Electric, Colona, Illinois, in the amount of \$23,540.

Approved for Submission to the Board of Education




Dr. Rachel Savage
Superintendent of Schools

Moline-Coal Valley School District
 Bicentennial Elementry
 Gym, Stage and Cafeteria Lighting
 July 18, 2024

Attachment No. 8
 07/22/24 Brd. Mtg.

Supplier	Location	Location	Manufacture		
Republic Electric	Gym	Stage	Cafeteria	Installation	Total
Fixtures	\$14,124.05	\$1,059.50	\$2,255.00		
MidAmerica rebates	\$9,600.00	\$65.00	\$900.00		
After MidAmerican rebates	<u>\$4,524.05</u>	<u>\$994.50</u>	<u>\$1,355.00</u>		<u>\$6,873.55</u>
Rock River Electric					
Demo & Installation of DMX system				\$6,000.00	
Demo & Installation of Cafeteria Lighting				\$7,590.00	
Demo & Installation of Gym Lighting				<u>\$9,950.00</u>	
Labor Total				<u>\$23,540.00</u>	<u>\$23,540.00</u>
Total					<u>\$30,413.55</u>

TO: Members of the Board of Education

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

DATE: July 18, 2024

SUBJECT: Award of Bid – Health Life Safety Hardware Upgrade

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

Action Necessary: Board of Education approval is requested.

Facts: Proposals were requested for the replacement of the door lock sets as part of the 2016 Health Life Safety survey for Jane Addams (22 locksets), Jefferson (15 locksets), and MHS (6 locksets). Included in the bid request was the new Education Center (7 locksets). Bids were received on July 5, 2024. The bids are as shown in the attached tabulation.

Therefore, it is the recommendation of the administration that the Board of Education award the contract for the purchase of the Classroom Locksets and Cores to the lowest qualified bidder, as identified.

Cost: The (43) locksets for Jane Addams, Jefferson, and MHS cost \$15,218.14 and will be supported through the Health Life Safety Fund (Fund 9). The (7) locksets for the Education Center cost \$2,477.44 and will be supported through the Operation and Maintenance Fund (Fund 2)

Recommended Motion: That the Board of Education award the bid for the Health Life Safety hardware upgrade to Doors Inc., Davenport, Iowa, for a total cost not to exceed \$17,695.58.

Approved for Submission to the Board of Education




Dr. Rachel Savage
Superintendent of Schools

Moline-Coal Valley School District
 Jane Addams, Jefferson, MEC and MHS
 Replacement Door Hardware
 July 18, 2024

Attachment No. 9.
 07/22/24 Brd. Mtg.

BID ITEM	Doors INC ?? Dormakaba Davenport, Iowa	Doors INC PDQ XGT 148 Davenport, Iowa		
50 Locksets	\$0.00			
50 Dormakaba C-Cores	<u>\$17,695.58</u>			
50 SFIC Cores		<u>\$21,550.00</u>		
Net Truck Bid	\$17,695.58			
should be 53, per letter 25+15+6+7 = 53				
Total	\$17,695.58	\$21,550.00		

The District has standardized the door hardware that supports the best key lock core system.

TO: Members of the Board of Education
FROM: Vince Gallo, Chief Financial Officer 
DATE: July 18, 2024
SUBJECT: Approval of Fees for the 2024-2025 School Year and Summer 2025

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

Action Necessary: Board of Education approval is required.


Facts: Attached are the recommended fee schedules for the 2024-2025 school year and summer 2025. Administration reviews all fees to determine the equitable balance between setting adequate fees in order to generate the necessary revenues to support school activities, while still being cognizant of the parents who pay those fees. For specific program fees, the goal is to charge fees which generate enough revenue to support those expenditures outside the instructional cost (e.g., athletics fees support referees, announcers, score keepers, ticket takers, etc.).

Meal fees generate the largest revenues of the various fees. Based on careful analysis, the majority of the fees recommended are the same as the 2023-2024 school year. The only exception are increases in the food program fees based on a mandated calculation for minimum meal fees imposed by the National Food Nutrition regulations and a la carte items. Therefore, based on this mandate, Type A meals increased by 10¢ for both breakfast and lunch for students. Based on projections, it is estimated the food service program will break even next school year.

Cost: None.

Recommended Action: That the Board of Education approve the recommendation of the Administration for fees for the 2024-2025 school year and for summer 2025.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

**2024-2025 School Year Regular Term
Fee Schedule**

**Attachment No. 10
07/22/24 Brd. Mtg.**

	2020-21	2021-22	2022-23	2023-24	Proposed 2024-25	2024-25 \$ Change	School District Comparisons					
							RI	UTHS	EM	Geneseo	Galesburg	
Book Rental (Registration)												
Pre-Kindergarten	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$0.00	\$40.00	n/a	\$0.00	\$0.00	ECBG	
Elementary (K-5)	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$0.00	\$55.00	n/a	\$0.00	\$123.00	\$0.00	
Middle School (6-8)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$0.00	\$55.00	n/a	\$0.00	\$123.00	\$0.00	
High School (9-12) (3)	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$0.00	\$70.00	\$70.00	n/a	\$135.00	\$0.00	
Other Fees												
Maximum Voluntary Elementary Field Trip	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00	-	n/a	-	\$0.00	-	
Middle School Athletic/Activity Participation	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$0.00	\$35.00			\$30.00	\$0.00	
Technology Device Maintenance	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Moline High School Planner	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-		n/a	n/a	n/a	
MHS P.E. Shirt (no shorts req.)	\$15.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00	-	\$10.00	n/a	\$0.00	n/a	
Drivers Education (Excluding \$20 State Permit Fee)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$0.00	\$100.00	\$100.00	n/a	\$150.00	\$250.00	
MHS Athletic Participation (4)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$0.00	\$45.00	\$50.00	n/a	\$35.00	\$0.00	
MHS Parking Student	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$0.00	\$10.00	\$25.00	n/a	\$35.00	\$20.00	
ASF/Return Check Charge/Late Payment	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$0.00	Bank \$	\$25.00	n/a	\$0.00	\$20.00	
Parking Violation Fines (1)												
MHS	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$0.00	-	-	-	\$0.00	-	
Handicapped Space Violation	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$0.00	Violations are Set by the Various Cities					
MHS Plays/Musicals Admission												
Adults	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$0.00	\$5.00	\$5.00	n/a	\$5.00	\$12.00	
Students	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	\$3.00	\$3.00	n/a	\$5.00	\$8.00	
Instrument Rental												
Annual	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$0.00	\$80.00	\$75.00	\$150.00	\$50.00	\$100.00	
2nd Instrument Rental (6th & 7th)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$0.00	n/a	n/a	\$0.00	n/a	n/a	
2nd Instrument Rental (8th -12th)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$0.00	n/a	n/a	\$0.00	n/a	n/a	
Percussion	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$0.00	\$50.00	n/a	\$0.00	\$100.00	n/a	

Notes:

- 1) Parking violation fines are as charged and collected by city of Moline Police Department.
- 2) Starting 2011-12 school year, the HS fees were eliminated by increased HS registration fee by \$10 to \$80.
The HS Administration allocates the \$10 extra through building program at their discretion.
- 3) After the 2010-11 school year, the High School Book Rental were increased to include those extra charges for certain electives that are more expenses (i.e., welding, foods, art, etc..). Therefore, the High School Class fees ranging from \$3 to \$10 were eliminated.
- 4) RI \$30 per sport to max of \$180 per family; Galesburg \$30 per sport with no cap; and Quincy encourages fund raising.
- 5) If the Middle School Book Rental fees + Activity Passes added together, RI \$90, MCVSD \$100, EM \$0. Galesburg \$0, Sterling \$95 and Quincy \$80.

Notes on Comparisons:

- (1) Belvidere charges higher registration rate instead of adding activity fees.
- (2) Bolded text represent price increases from prior year.

**2024-2025 School Year Meal Prices
Fee Schedule**

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	Proposed <u>2024-25</u>	2024-25 <u>\$ Change</u>	School District Comparisons					
							RI	UTHS	EM	Geneseo	Galesburg	
Meal Types												
Type A Breakfast	\$1.65	\$1.65	\$1.75	\$1.85	\$1.95	\$0.10	(1)	(1)	(1)	\$2.10	(1)	
Type A Breakfast (Reduced)	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.00	(1)	(1)	(1)	\$0.30	(1)	
Type A Lunch Elementary (K-5)	\$2.20	\$2.20	\$2.30	\$2.40	\$2.50	\$0.10	(1)	(1)	(1)	\$2.90	(1)	
Type A Lunch Sec. (Incl. Salad Bar) (6-12)	\$2.40	\$2.40	\$2.50	\$2.60	\$2.70	\$0.10	(1)	(1)	(1)	\$3.10	(1)	
Type A Lunch (Reduced)	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.00	(1)	(1)	(1)	\$0.40	(1)	
ALA CARTE												
BEVERAGES												
Milk ½ Pt. White	\$0.40	\$0.40	\$0.45	\$0.45	\$0.45	\$0.00	\$0.40	\$0.50	\$0.50	\$0.45	\$0.30	
Milk ½ Pt. Chocolate	\$0.40	\$0.40	\$0.45	\$0.50	\$0.50	\$0.00	\$0.40	\$0.50	\$0.50	\$0.45	\$0.30	
Water, 20 oz.	\$1.00	\$1.00	\$1.00	\$1.25	\$1.50	\$0.25		\$1.50		\$1.50	n/a	
Water - Vita Ice, 20 oz.	\$1.25	\$1.25	\$1.25	\$1.25	\$1.50	\$0.25		\$1.50		\$1.50	n/a	
Juice	\$1.25	\$1.25	\$1.25	\$1.25	\$1.50	\$0.25		\$1.50		\$1.50	n/a	
G2 Sports Drink	\$1.00	\$1.00	\$1.00	\$1.25	\$1.50	\$0.25		\$1.50		\$1.50	n/a	
MISCELLANEOUS												
All (2nd meal without milk)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00						
Baked Chips	\$0.95	\$0.95	\$0.95	\$0.95	\$1.00	\$0.05						
Cookie	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.00						
French Fries	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.00						
Frozen Yogurt	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$0.00						
Fruit - Apples & Oranges	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.00						
Small Salad	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.00						
ADULT *												
Special Ordered Salads	\$3.05	\$3.05	\$3.50	\$3.75	\$3.75	\$0.00						
Special Ordered Sandwiches	\$3.30	\$3.30	\$3.50	\$3.75	\$3.75	\$0.00						
Type A - All Grades	\$3.10	\$3.10	\$3.50	\$3.75	\$3.75	\$0.00	\$4.00	\$3.70	\$5.00	\$4.10	\$3.40	
Type A - All Grades with Milk	\$3.45	\$3.45	\$3.95	\$4.20	\$4.30	\$0.10	\$4.00	\$3.70	\$5.00	\$4.85	\$3.40	

* ISBE regulation determines Adult price minimums: Highest Type A Meal price + Reimbursement Rate for Paid + PAL-Planned Assistance Level.

(1) RI & EM schools are part of the Community Eligibility Program (All Free). Galesburg went All Free 2020-2021

(2) Bolded text represent those price increases from prior year.

(3) For FY21 and FY22, USDA provided waivers for Type A meals to students. However, BOE set fees for Ala Carte items, second meals and Adult meals.

**2024-2025 School Year Athletic Tickets
Fee Schedule**

	2020-21	2021-22	2022-23	2023-24	Proposed 2024-25	2024-25 \$ Change	High School District Comparisons				
							RI	UTHS	EM	Geneseo	Galesburg
Athletic Passes (Tickets)											
<i>Food for all athletic events except IHSA and reserved areas</i>											
Adult	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$0.00	\$50.00	other	n/a	\$50.00	\$100.00
Students	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$0.00	\$15.00	\$30.00	n/a	\$35.00	\$15.00
Senior Citizens	Free	Free	Free	Free	Free	n/a	\$50.00	n/a	n/a	\$40.00	Free*
Single Game Tickets											
Soccer & Basketball											
Adult General	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00	\$5.00	\$5.00	n/a	\$5.00	\$5.00
Adult Reserved	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	-	-	n/a	-	-
Senior Citizen (In District Pass)	Free	Free	Free	Free	Free	Free	-	\$4.00	n/a	\$40.00	\$0.00
Senior Citizen (Non District)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00	\$3.00	\$4.00	n/a	\$3.00	\$3.00
Student General	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00	\$3.00	\$4.00	n/a	\$3.00	\$3.00
II Other Sports											
Adult General	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$0.00	\$5.00	\$4.00	n/a	\$5.00	\$5.00
Adult Reserved	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00	-	-	n/a	-	-
Senior Citizen (In District Pass)	Free	Free	Free	Free	Free	Free	-	-	n/a	n/a	\$0.00
Senior Citizen (Non District)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00	\$3.00	\$3.00	n/a	\$2.00	\$3.00
Student General	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00	\$3.00	\$3.00	n/a	\$3.00	\$3.00
II Middle School Sports											
Adult General	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00	\$3.00	n/a	\$2.00	\$2.00	\$4.00
Senior Citizen (in District)	Free	Free	Free	Free	Free	Free	\$3.00	n/a	\$1.00	\$2.00	\$0.00
Senior Citizen (Out of District)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00	\$3.00	n/a	\$1.00	\$2.00	\$4.00
Student General	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00	\$1.00	n/a	\$1.00	\$1.00	\$3.00

Notes on Comparisons:

) Senior citizen is defined as any person at or over the age of 60.

) A staff member is defined as any person that draws a regular paycheck from School District.

) In the case of workers for contracted food service, anyone who worked the previous school year continuously for the entire school year will be entitled both a staff pass and reserved tickets at the above prices. All staff members under this definition, are entitled to purchase at a maximum of two tickets at the staff rate.

(1) Galesburg - Seniors are free except boys' basketball

(2) UTHS - No athletic passes offered unless person is a 'Gold Level' status for Boosters.

**2024-2025 School Year Lead Moline (Chromebooks) *
Fee Schedule**

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	Proposed 2024-25	2024-25 \$ Change
AC Adapter & Power Cord	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
Battery	\$35.00	\$35.00	\$40.00	\$40.00	\$40.00	\$0.00
Bottom Case	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00
Camera	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00
Display Bezel	\$5.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00
Enclosure	\$5.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00
General Labor, per event	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00
Heat Sync	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Keyboard	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
Power Supply	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$0.00
Protective Case	\$18.00	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00
Replacement of Device	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$0.00
Screen	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$0.00
Speaker	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00
System Board	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$0.00
Trackpad	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$0.00
Upper Case	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$0.00
Used Full Replacement	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$0.00
Used Power Supply	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$0.00
Used Protective Case	\$5.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00
Used Screen	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$0.00
Used System Board	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Abuse/Neglect Damage Instance #1	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$0.00
Abuse/Neglect Damage Instance #2	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$0.00
Abuse/Neglect Damage Instance #3	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$0.00
Abuse/Neglect Damage Instance #4	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$0.00


* LEAD Moline is the 1:1 Chromebook program piloted with 9th graders in 2015-16 school year. Thereafter, annual implemented is for all 5th and 9th graders to receive a Chromebook. For the 2018-19 school year, all 5-7th and 9th -12th graders will have received 1:1 devices. Due to the COVID Pandemic, late in 2019-20 school year, all students received a Chromebook, with Grades 2-12 are allowed to take them home.

**2024 Summer School
Fee Schedule for Optional & Non-Required Programs**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2023-24</u>	Proposed <u>2024-25</u>	<u>\$ Change</u>
High School Regular Elective Programs							
<u>Course Time</u>							
6 week/1 hour/day	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$0.00
6 week/1-1/2 hours/day	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$0.00
6 week/2 hours/day	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$0.00
Drivers Education	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$0.00
Special Education Programs (Per Session)							
<u>Course Time</u>							
Speech - each ½ hour session	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50	\$0.00
4 Week High-Incidence - 2 hours/day	\$144.00	\$144.00	\$144.00	\$144.00	\$144.00	\$144.00	\$0.00

All out-of-District students will have an additional \$15.00 per course fee, based on space availability.

* Summer camps are conducted by coaches of girls volleyball, boys/girls tennis, boys/girls soccer, boys/girls basketball, baseball, and football with the fee established by each coach (and approved by the Athletic Director) who pays expenses including reimbursement to the district for participant insurance and any expense incurred by the district as a result of such camps.

TO: Members of the Board of Education
FROM: Vince Gallo, Chief Financial Officer 
DATE: July 18, 2024
SUBJECT: Approval of boundary study for the Lincoln-Irving expansion

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

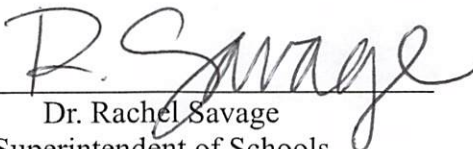
Action Necessary: Board of Education approval is requested.

Facts: A boundary study is essential for the Lincoln-Irving elementary school expansion to ensure that the changes are effectively planned, communicated, and implemented. It is crucial for the successful planning and implementation of an elementary school expansion. It helps to ensure that resources are optimally utilized, educational access is equitable, and the community is actively involved in the process. By conducting a thorough boundary study, school districts can make informed, data-driven decisions that will benefit students, families, and the broader community in the long term.

Cost: The cost for the boundary study is \$24,000 and will be paid out of the capital projects fund. (fund 6)

Recommended Action: That the Board of Education approve the boundary study by Davis Demographics, Dallas, Texas, for a total cost not to exceed \$24,000.

Approved for Submission to the Board of Education




Dr. Rachel Savage
Superintendent of Schools

6. Approval of Updated Board Policies for Section 2 - Board of Education

80

Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 2:70 - Vacancies on the School Board - Filling Vacancies, 2:125 - Board Member Compensation; Expenses, and 2:160 - Board Attorney, as presented. **See Attachment No. 12.**

TO: Members of the Board of Education

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

DATE: July 18, 2024

SUBJECT: Approve Updated Board Policies for Section 2 – Board of Education

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

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

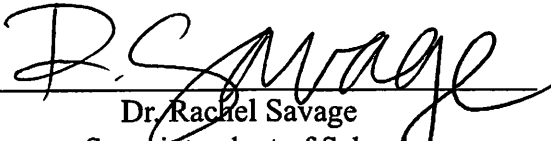
Facts: In the continuing quest to update the District's Board Policies, a portion of Section 2 with suggested changes based on PRESS recommendations is attached. The administration requests the Board accept updates for Section 2, as listed. These changes are minor and part of a five-year review.

Attached are the suggested changes based on PRESS recommendations. The administration requests the Board accept updates for Policies 2:70 - Vacancies on the School Board - Filling Vacancies, 2:125 - Board Member Compensation; Expenses, and 2:160 - Board Attorney. Recall the underlined text represents suggested new additions; whereas, the ~~strikethrough~~ text represents suggested deletions.

Cost: None.

Recommended Action: That the Board of Education accepts for first reading the revised Board of Education Policy 2:70 - Vacancies on the School Board - Filling Vacancies, 2:125 - Board Member Compensation; Expenses, and 2:160 - Board Attorney, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

School Board

Vacancies on the School Board - Filling Vacancies¹

Vacancy

Elective office of a School Board member becomes vacant before the term's expiration when any of the following occurs:²

1. Death of the incumbent,
2. Resignation in writing filed with the Secretary of the Board,
3. Legal disability,³
4. Conviction of a felony, bribery, perjury, or other infamous crime or of any offense involving a violation of official oath or of a violent crime against a child,⁴
5. Removal from office,
6. The decision of a competent tribunal declaring his or her election void,⁵
7. Ceasing to be an inhabitant of the District or a particular area from which he or she was elected, if the residential requirements contained in the School Code are violated,
8. An illegal conflict of interest,⁶ or

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

¹ State law controls this policy's content. A helpful publication is on the IASB website, *Vacancies on the Board of Education*, published by the Ill. Council of School Attorneys (ICSA), available at: www.iasb.com/law/vacancies.cfm.

² 105 ILCS 5/10-11. See also 10 ILCS 5/25-2.

³ *Id.* *Legal disability* is not defined, but must be interpreted consistently with other laws, e.g., laws prohibiting discrimination on the basis of a disability. A similar statute regarding the occurrence of vacancies on the State Board of Education provides guidance. It states that a vacancy occurs when: "a member is adjudicated to be a person under legal disability under the Probate Act of 1975, as amended, or a person subject to involuntary admission under the Mental Health and Developmental Disabilities Code." 105 ILCS 5/1A-2.1.

⁴ *Id.* at f/n 2. See also Ill. Constitution, Art. XIII, and 5 ILCS 280/1. Depending on the authority, *infamous crime* has different meanings. Pursuant to 10 ILCS 5/25-2 felony, bribery, and perjury fall are *infamous crimes*. An *infamous crime* is one that is inconsistent with commonly accepted principles of honesty and decency. *People ex rel. City of Kankakee v. Morris*, 126 Ill.App.3d 722 (3rd Dist. 1984). An admission of guilt, pursuant to a plea agreement, to an otherwise office-disqualifying offense, constitutes a resignation. 10 ILCS 5-25-2. An Ill. Appellate court twice found that a felony forgery conviction in another state constituted an infamous crime rendering the individual ineligible to hold the office of school board member. *Alvarez v. Williams*, 23 N.E.3d 544 (Ill.App.1 2014); *Williams v. Cook Co. Officers Electoral Board*, 35 N.E.3d 82 (Ill.App.1 2015).

A board member commits official misconduct if he/she intentionally or recklessly fails to perform any mandatory duty required by law, knowingly performs an act forbidden by law, performs an act in excess of his or her lawful authority in order to obtain personal advantage for oneself or another, or solicits or knowingly accepts for doing any act a fee or reward which he or she knows is not authorized by law. 720 ILCS 5/33-3.

⁵ See *Miceli v. Lavelle*, 114 Ill.App.3d 311 (1st Dist. 1983).

⁶ *Id.* at f/n 2 and 50 ILCS 105/3. 105 ILCS 5/10-9 contains limited exceptions to the laws prohibiting board member interest in contracts (explained in footnotes to *sample policy* 2:100, *Board Member Conflict of Interest*). Virtually the same exceptions are stated in 50 ILCS 105/3. For more information, see *Answers to FAQs Regarding Conflict of Interest and Incompatible Offices FAQ* (Ill. Council of School Attorneys), available at: www.iasb.com/law/COI_FAQ.pdf.

9. Acceptance of a second public office that is incompatible with Board membership. ⁷

Filling Vacancies ⁸

Whenever a vacancy occurs, the remaining members shall notify the Regional Superintendent of Schools of that vacancy within five days after its occurrence and shall fill the vacancy until the next regular board election, at which election a successor shall be elected to serve the remainder of the unexpired term. However, if the vacancy occurs with less than 868 days remaining in the term or less than 88 days before the next regularly scheduled election, the person so appointed shall serve the remainder of the unexpired term, and no election to fill the vacancy shall be held. Members appointed by the remaining members of the Board to fill vacancies shall meet any residential requirements as specified in the School Code. The Board shall fill the vacancy within 60 days after it occurred by a public vote at a meeting of the Board.

Immediately following a vacancy on the Board, the Board will publicize it and accept résumés from District residents who are interested in filling the vacancy.⁹ After reviewing the applications, the Board may invite the prospective candidates for personal interviews to be conducted during duly scheduled closed meetings. ¹⁰

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

⁷ An individual may not hold simultaneously hold two offices that are incompatible; acceptance of the second office is a constructive resignation of the first office (Ill. Constitution, Art. IV, Sec. 2(e), and Art. VI, Sec. 13(b)). The offices of alderman, school board member, and park district commissioner are incompatible. *People ex. Rel. Alvarez v. Price*, 408 Ill.App.3d 457 (1st Dist. 2011). The court found that offices can be incompatible absent an actual conflict; the eventuality of a conflict is enough. See *People v. Wilson*, 357 Ill.App.3d 204 (3rd Dist. 2005)(simultaneously holding offices as a county board member and a school board member violates the Public Officer Prohibited Activities Act; this legislation prohibits a county board member from holding a second office). For more information on incompatible offices, see the FAQ referenced in fn 6.

A board member may participate in a group health insurance program provided to an employee of the district that the board member serves if the board member is a dependent of that employee. 105 ILCS 5/10-22.3a.

⁸ This paragraph restates the requirements in 105 ILCS 5/10-10, amended by P.A. 101-67, eff. 1-1-20. If the board fails to act within 60 days after the vacancy occurs, the regional superintendent, under whose supervision and control the district is operating, must then fill the vacancy within 30 days. *Id.*

105 ILCS 5/9-11.2 provides that in any school district that elects its board member according to area of residence and that has one or more unexpired term(s) to be filled at an election, the winner(s) of the unexpired term(s) shall be determined first and independently of those running for full terms.

If a vacancy for an area of residence remains unfilled, a board must submit a proposition at the next general election for the election of a board member at large. 105 ILCS 5/10-10.5, amended by P.A. 100-800.

Questions arise when fewer individuals run for seats on the board than are up for election. 105 ILCS 5/10-11 partially addresses this issue; it states "no elective office...becomes vacant until the successor of the incumbent of such office has been appointed or elected, as the case may be, and qualified." *Id.* A board with potential *holdover* incumbent members should seek advice from the board attorney regarding (1) how long the seat can be held over by the incumbent member, and (2) the process by which the Board should fill the seat.

Use this alternative for districts in suburban Cook County: replace "Regional Superintendent" with "appropriate Intermediate Service Center Executive Director."

⁹ The process for filling a vacancy is at the board's discretion. See *sample exhibit 2:70-E, Checklist for Filling Board Vacancies by Appointment*.

¹⁰ The Open Meetings Act allows a board to consider in closed session the appointment of someone to fill a vacancy. 5 ILCS 120/2(c)(3).

LEGAL REF.: 105 ILCS 5/10-10 and 5/10-11.

CROSS REF.: 2:40 (Board Member Qualifications), 2:60 (Board Member Removal from Office), 2:120 (Board Member Development)

DRAFT

School Board

Board Member Compensation; Expenses ¹

Board Member Compensation Prohibited ²

School Board members provide volunteer service to the community and may not receive compensation for services, except that a Board member serving as the Board Secretary may be paid an amount up to the statutory limit if the Board so provides.

Roll Call Vote ³

All Board member expense requests for travel, meals, and/or lodging must be approved by roll call vote at an open meeting of the Board.

Regulation of School District Expenses ⁴

The Board regulates the reimbursement of all travel, meal, and lodging expenses in the District by resolution.⁵ No later than approval of the annual budget and when necessary,⁶ the Superintendent will

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¹ State law controls this policy's content (105 ILCS 5/10-9, 5/10-10 and 5/22-1 (no compensation allowed, conflicts of interest prohibited); 105 ILCS 5/10-22.32 (expense advancements); the Local Government Travel Expense Control Act (ECA), 50 ILCS 150/10 (regulation of travel expenses); and the Grant Accountability and Transparency Act, 30 ILCS 708/130 (regulation of travel expenses under grants)).

² The legal limit for board secretary compensation is \$500 per year. 105 ILCS 5/10-14.

³ 50 ILCS 150/15. 105 ILCS 5/10-7 also states, "[o]n all questions involving the expenditure of money, the yeas and nays shall be taken and entered on the records of the proceedings of the board," i.e., a *roll call vote*.

Although the School Code has always required a roll call vote on public expenditures, the ECA requires a roll call vote for any:

1. Officer or employee of the board that exceeds the *maximum allowable reimbursement amount* (MARA) set by the board in its resolution to regulate expenses, or
2. Board member (50 ILCS 150/15).

See f/n 13, below, for more discussion about amending or adopting another resolution when expenses exceed the MARA required by the ECA.

⁴ 50 ILCS 150/10 requires boards to regulate the reimbursement of expenses by *resolution* or *ordinance*. Unlike like the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20. Therefore, to effectuate the intent of the ECA's requirement to *regulate* expenses with an ordinance or resolution and stay within the confines of the School Code and best practice (minimize liability while aligning with the IASB "Foundational Principles of Effective Governance"), the language in this subhead:

1. Retains with the board its duty to *regulate* expenses through policy with a reference to a resolution that will define and set the types of allowable expenses in the district through the adoption of board policies 2:125, *Board Member Compensation; Expenses*, and 5:60, *Expenses* (105 ILCS 5/10-20)(see f/n 5, below);
2. Delegates to the superintendent the duty to recommend an appropriate MARA to the board for adoption in its resolution to regulate expenses (see f/n 7, below).

⁵ *Id.* For a sample resolution, see sample exhibit 2:125-E3, Resolution to Regulate Expense Reimbursements. Consult the board attorney about how often the board should adopt or revisit its resolution (see f/ns 6 and 8, below). For discussion about setting an annual time of year to adopt the resolution, see f/n 6, below.

⁶ 50 ILCS 150/10 allows boards to determine this timeline locally.

recommend a maximum allowable reimbursement amount for expenses to be included in the resolution.⁷ The recommended amount should be based upon the District's budget and other financial considerations.⁸

Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the Board member,⁹ (2) anyone's personal expenses,¹⁰ or (3) entertainment expenses.¹¹ Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or

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

While the ECA does not require boards to adopt an *annual* resolution to regulate expenses, an annual review provides a way for the board to monitor this policy's implementation and its duties under the ECA and sample policy 2:240, Board Policy Development.

This sample policy uses "No later than approval of the annual budget" to align with 105 ILCS 5/17-1 (annual budget adoption within the first quarter of each fiscal year). The words *and when necessary* allow for flexibility in situations discussed in f/n 13, below (*emergency and/or an extraordinary circumstance*).

Consider consulting the board's auditors to assist with this decision. Other options for the timing of when boards should set the MARA include ~~deleting "No later than approval of the annual budget" and replacing it with:~~

1. ~~Deleting "No later than approval of the annual budget" and replacing it with "At the start of each fiscal year"~~
2. ~~Deleting "No later than approval of the annual budget" and replacing it with "At the start of each school year"~~
3. ~~Deleting "No later than approval of the annual budget" and replacing it with "At the start of each calendar year"~~
or
4. ~~Deleting "No later than approval of the annual budget" and replacing it with "When presenting the proposed budget"~~

⁷ For practical purposes, this duty is delegated to the superintendent because:

1. The School Code:
 - a. Allows the board to delegate duties to the superintendent (105 ILCS 5/10-16.7), and
 - b. Assigns to the superintendent the duty to make recommendations to the board concerning the budget (105 ILCS 5/10-21.4); and
2. The MARA should be based upon a district's financial resources and other considerations important to the local district.

⁸ The ECA does not define MARA or how to determine it (see the first sentence of f/n 6, above). The board and superintendent should have a conversation that addresses at minimum the following topics:

1. Should the superintendent use and refer to line items from the current budget?
2. Would the board set per diems or set a very large number for the board and/or all of the district employees – both have their advantages and disadvantages.
3. Should the board categorize MARA by activity?
4. Will it categorize by individual responsibilities to the district or job titles/classes?
5. Should there be an amount category for each type of travel: airfare, train, automobile, taxi, etc.?
6. Will there be a special category for recurring and/or required training opportunities for teachers and board members?

These choices will depend upon many factors, including the budget, perhaps an auditor's recommendation, the community's preferences, and advice from the board attorney.

Amend the language throughout this subhead and in the fourth WHEREAS paragraph in sample exhibit 2:125-E3, Resolution to Regulate Expense Reimbursements, to reflect local preferences. Consider that inserting the actual MARA into the policy would likely require more formal continual policy updates as opposed to amending the resolution if a board needs to increase its MARA for any reason. For example, see the discussion in f/n 13, below.

⁹ 105 ILCS 5/10-22.32. The final paragraph of this law prohibits money for expenses from being advanced or reimbursed to any person other than a board member or employee of the district.

¹⁰ Optional. *Personal expenses* are not defined in 50 ILCS 150/25 or 105 ILCS 5/10-22.32. Consult the board attorney about this term and delete it only at the direction of the board attorney. Excluding personal expenses from advancements, reimbursements, and purchase orders is a generally-accepted best practice. The practice also aligns well with the State's widely-accepted transparency movement. Reimbursing personal expenses is also a magnet for the media.

¹¹ 50 ILCS 150/25.

any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event. ¹²

Exceeding the Maximum Allowable Reimbursement Amount(s)

All requests for expense advancements, reimbursements, and/or purchase orders that exceed the maximum allowable reimbursement amount set by the Board may only be approved by it when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting. ¹³

Advancements

The Board may advance to its members actual and necessary expenses to be incurred while attending:¹⁴

1. Meetings sponsored by the Illinois State Board of Education or by the Regional Superintendent of Schools; ¹⁵
2. County or regional meetings and the annual meeting sponsored by any school board association complying with Article 23 of the School Code; and
3. Meetings sponsored by a national organization in the field of public school education.

Expense advancement requests must be submitted to the Superintendent or designee on the Board's standardized estimated expense approval form. After spending expense advancements, Board members must use the Board's standardized expense reimbursement form and submit to the Superintendent: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching receipts. A Board member must return to the District any portion of an expense advancement not used.¹⁶ If an expense advancement is not requested, expense reimbursements may be issued by the

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¹² Id.

¹³ 50 ILCS 150/10 and 15. A board may need to revisit its resolution to regulate expenses more often than annually if (a) an expense reimbursement amount exceeds the MARA set in the board's resolution, and (b) an *emergency or an extraordinary circumstance* does not exist. Consult the board attorney in these circumstances to determine whether the board may need to revisit and amend its resolution to increase the MARA before approving the expenses exceeding it.

Emergency or an extraordinary circumstance is not defined by the ECA, but these terms are meant to allow boards flexibility when expenses exceed the MARA. Yet approving expense reimbursement requests that exceed the MARA as *emergencies or extraordinary circumstances* when the board or superintendent "did not plan well" or "an organization's conference fees went up more than expected this year after the board adopted its resolution," may open the board to public relations and other legal challenges. See Laukhuf v. Bd. of Educ., 2003 WL 23936148 (Ill.Cir. 2003)(addressing what constitutes an *emergency* in the context of the Open Meetings Act (OMA)(5 ILCS 120/), which similar to the ECA, also does not define the term, and holding an emergency meeting to cure a situation that a school board created itself is not an emergency within the confines of OMA).

While the ECA does not provide for specific legal penalties for the wrongful approval of expenses, it is not clear whether a court may find in circumstances of poor MARA planning, that an *emergency or extraordinary circumstance* under the ECA did not exist and grant relief requested by a challenger as allowed under State law.

¹⁴ 105 ILCS 5/10-22.32 authorizes advancements for the listed items. This advancement language pre-dates the ECA and is narrower than the ECA. A reasonable interpretation is that the MARA required in the ECA would apply to any advancement amount. This policy seeks to reconcile and highlight the differences between the School Code and the ECA requirements by separating School Code advancements into a separate subhead from ECA reimbursements (estimated and actual). For more distinctions between these laws and further discussion, see f/n 20, below.

¹⁵ Use this alternative for districts in suburban Cook County: replace "Regional Superintendent of Schools" with "appropriate Intermediate Service Center Executive Director."

¹⁶ 105 ILCS 5/10-22.32 requires the return of excess advancements that are issued.

Board to its members for the activities listed in numbers one through three, above, along with registration fees or tuition for a course(s) that allowed compliance with the mandatory trainings described in policy 2:120, *Board Member Development* and other professional development opportunities that are encouraged by the School Code (see the Reimbursements and Purchase Orders subhead, below).¹⁷ Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

Expense reimbursement is not guaranteed and, when possible, Board members should seek pre-approval of expenses¹⁸ by providing an estimation of expenses on the Board's standardized estimated expense approval form, except in situations when the expense is diminutive. When pre-approval is not sought, Board members must seek reimbursement on the Board's standardized expense reimbursement form. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

Credit and Procurement Cards ¹⁹

Credit and procurement cards shall not be issued to Board members.

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

¹⁷ Boards have this power under 105 ILCS 5/10-20; this statute specifies that the grant of powers to school boards is not exclusive and that school boards may exercise other powers that are not inconsistent with duties. A board may expand this provision's scope by amending and adding to the sentence as follows:

"~~and~~ other professional development opportunities that are encouraged by the School Code, and other training provided by one of the entities described in the above list."

See also fn 8 in sample policy 2:120, Board Member Development for an example of a board member professional development opportunity that is encouraged by the School Code.

¹⁸ Optional. Consult the board attorney to determine whether a pre-approval process is appropriate for the district. Neither 105 ILCS 5/10-22.32 (expense advancements) nor 50 ILCS 150/ (expense reimbursements and estimates) address expense *pre-approvals*. 50 ILCS 150/20 states: "an *estimate* if expenses have not been incurred ..." or "a *receipt* ... if the expenses have already been incurred," suggesting no pre-approval is necessary. However, pre-approval is a best practice, and a board member who incurs expenses without pre-approval may run the risk that his or her expenses will not be approved. On the other hand, submitting estimated expenses for approval begs a pre-approval process, and some attorneys may read the law to require pre-approval of expenses. The pre-approval process also provides school officials with better information for financial planning.

Consult the board attorney to determine whether a pre-approval process is appropriate for the district. If it is required, ensure that 2:125-E3, *Resolution to Regulate Expense Reimbursements*, reflects the district's specific pre-approval requirements. For an example of a standardized *estimated* expense form that could be used as a form of pre-approval, see sample exhibit 2:125-E2, Board Member Estimated Expense Approval Form. The form provides three methods for board members to submit estimated expenses: providing estimated expenses (50 ILCS 150), expense advancements for the specific activities (105 ILCS 5/10-22.32), or a purchase order.

¹⁹ Optional. Consult the board attorney about issuing credit and procurement cards to board members. See fn 1 of sample policy 4:55, Use of Credit and Procurement Cards.

If in consultation with the board attorney credit and procurement cards will be issued to board members, delete "~~Credit and procurement cards shall not be issued to Board members~~" and insert "Credit and procurement card usage is governed by policy 4:55, *Use of Credit and Procurement Cards*."

Standardized Expense Form(s) Required ²⁰

All requests for expense advancement, reimbursement, and/or purchase orders in the District must be submitted on the appropriate itemized, signed standardized form(s). The form(s) must show the following information:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and office of the Board member who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants. ²¹
3. The date(s) of the official business on which the expense advancement or reimbursement will be or was expended.
4. The nature of the official business conducted when the expense advancement or reimbursement will be or was expended.

Types of Official Business for Expense Advancements, Reimbursements, and Purchase Orders

1. Registration. When possible, registration fees will be paid by the District in advance.
2. Travel. The least expensive method of travel will be used, providing that no hardship will be caused to the Board member. Board members will be reimbursed for:
 - a. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. ²² Copies of airline tickets and baggage receipts must be attached to the expense form.
 - b. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
 - c. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
 - d. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.

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

²⁰ 50 ILCS 150/20. The School Code uses the term *voucher* for expense advancements (105 ILCS 5/10-22.32). The **PRESS** materials on expenses marry the School Code's advancement voucher requirement into the ECA's requirement for a standardized estimated expense form. For an example, see sample exhibits 2:125-E2, *Board Member Estimated Expense Approval Form*, and 5:60-E2, *Employee Estimated Expense Approval Form*. These forms provide three methods for board members or district employees to submit anticipated/estimated expenses:

1. Providing estimated expenses under 50 ILCS 150/ (including for grant-related travel, see f/n 24, below),
2. Requesting expense advancements for the activities listed under 105 ILCS 5/10-22.32, or
3. Obtaining a purchase order (highly unlikely for anticipated board member expenses but possible).

²¹ 50 ILCS 150/20(2) and (3).

²² Optional. This language reflects the standard for expenses permitted for federal and State grants. 41 C.F.R. §301-12.2. If the board does not reimburse baggage fees, delete this sentence and ~~and baggage receipts~~ from the next sentence.

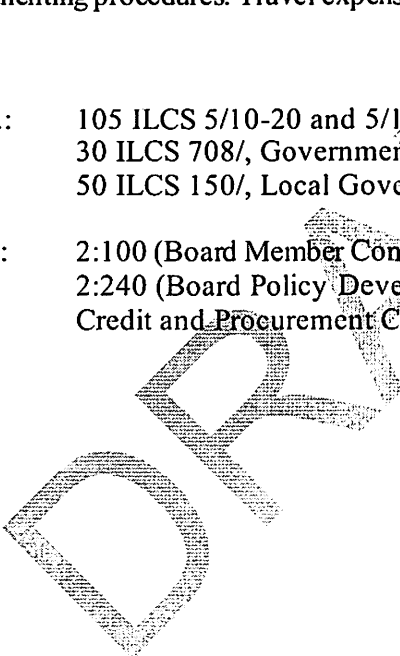
- c. Taxis, airport limousines, ride sharing or other local transportation costs.
- 3. Meals. Meals charged to the School District should represent mid-fare selections for the hotel/meeting facility or general area, consistent with the maximum allowable reimbursement amount set by the Board.²³ Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.
- 4. Lodging. Board members should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Board members should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.
- 5. Miscellaneous Expenses. Board members may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants ²⁴

All Board member expenses for travel charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must comply with Board policy 5:60, *Expenses*, and its implementing procedures. Travel expenses include costs for transportation, lodging, meals, and related items.

LEGAL REF.: 105 ILCS 5/10-20 and 5/10-22.32.
30 ILCS 708/, Government Accountability and Transparency Act.
50 ILCS 150/, Local Government Travel Expense Control Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:120 (Board Member Development), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 5:60 (Expenses)



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²³ Alternatively, a board could set a daily limit on meal costs, such as:

Board members will be reimbursed for meal costs and tips up to \$_____ per day consistent with the maximum allowable reimbursement amount(s) set by the Board.

But see also fn 8, above and ensure this amount is consistent with the MARA set by the board resolution.

²⁴ Required by 30 ILCS 708/130. See sample policy 5:60, Expenses, and its fns 22-36 for details. Federal travel regulations state that requests for authorization for actual expense reimbursement should be made in advance of travel. 2 C.F.R. §301-11.302. Sample exhibit 2:125-E2, Board Member Estimated Expense Approval Form, can be used as a form for pre-approval.

School Board

Board Attorney¹

The School Board may retain legal services with one or more attorneys or law firms to be the Board Attorney(s). The Board Attorney represents the School Board in its capacity as the governing body for the School District.² The Board Attorney serves on a retainer or other fee arrangement as determined in advance. The Board Attorney will provide services as described in the agreement for legal services or as memorialized by an engagement letter.³ The District will only pay for legal services that are provided in accordance with the agreement for legal services, as memorialized by an engagement letter, or that are otherwise authorized by this policy or a majority of the Board.

The Superintendent, his or her designee, and Board President, are each authorized to confer with and/or seek the legal advice of the Board Attorney.⁴ The Board may also authorize a specific Board member to confer with the Board Attorney on its behalf.

The Superintendent may authorize the Board Attorney to represent the District in any legal matter until the Board has an opportunity to be informed of and/or consider the matter.

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

¹ The attorney's selection and duties are totally within the board's discretion – bidding is not required. 105 ILCS 5/10-20.21.

² Rule 1.7 (Conflict of Interest: Current Clients) and Rule 1.13 (Organization as Client) of the Ill. Rules of Professional Conduct, at www.illinoiscourts.gov/supremecourt/rules-art-viii-default-new.asp www.illinoiscourts.gov/rules/supreme-court-rules?a=viii, address concurrent conflicts of interest. Board presidents, superintendents, and board attorneys should be prepared to ask potential board attorneys whether they will have the ability to declare that representation of the board and district will be to the exclusion of all other clients having potential conflicts with the board and district's interests. See exhibit 2:160-E, *Checklist for Selecting a Board Attorney*.

³ There is no general format for an agreement for legal services or an engagement letter. To help monitor its legal fees, a board should require a written agreement or an engagement letter with the board attorney or law firm that details the services, fees, expenses, and billing format. See sample exhibit 2:160-E, *Checklist for Selecting a Board Attorney*.

Legal services can be spelled out in the policy but boards face the attendant risk of conflicting lists. However, a board desiring such a list can use the following:

The attorney will:

1. Serve as counselor to the Board and attend Board meetings when requested by the Superintendent or Board President;
2. Represent the District in any legal matter as requested by the Board;
3. Provide written opinions on legal questions as requested by the Superintendent or Board President;
4. Approve, prepare, or supervise the preparation of legal documents and instruments and perform such other legal duties as the Board may request; and
5. Be available for telephone consultation.

⁴ Depending on the fee arrangement, contacting the board attorney generates fees owed by the district. Thus, to avoid excessive attorney fees, the board should consider limiting individuals who are authorized to contact the board attorney. Additional individuals may be added to this sentence as in the alternative below:

The following people are authorized to confer with and/or seek the legal advice of the Board Attorney: Superintendent or designee, Business Manager, District Freedom of Information Officer, Complaint Manager(s), District treasurer, and the Board President.

Individual board members should refrain from discussing their board attorney's advice outside of a board meeting. Disclosing legal advice can waive the attorney-client privilege. Individual board members possess none of the board's powers and are not authorized to individually waive attorney-client privilege on behalf of the board as an entity.

The Board retains the right to consult with or employ other attorneys and to terminate the service of any attorney.

LEGAL REF.: Rule 1.7 (Conflict of Interest: Current Clients) and Rule 1.13 (Organization as Client) of the Ill. Rules of Professional Conduct adopted by the Ill. Supreme Court.

CROSS REF.: 4:60 (Purchases and Contracts)


DRAFT

7. Approval of Updated Board Policies for Section 5 - Personnel

93

Recommended Motion: that the Board of Education accepts for first reading revised Board of Education Policies for Personnel Sections 5:130, Responsibilities Concerning Internal Information, 5:180, Temporary Illness or Temporary Incapacity, 5:200, Terms and Conditions of Employment and Dismissal, 5:285, Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, and 5:310, Compensatory Time-Off, as presented. **See Attachment No. 13.**

TO: Members of the Board of Education

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

DATE: July 18, 2024

SUBJECT: Approve Updated Board Policies for Section 5 - Personnel

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

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

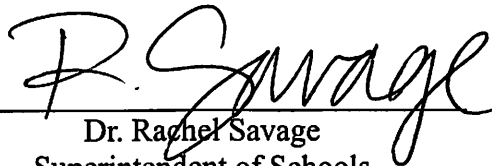
Facts: In the continuing quest to update the District's Board Policies, attached are a portion of Section 5 with suggested changes based on PRESS recommendations. Administration is requesting the Board accept updates for Section 5, Personnel which are minor in stylistics, footnote or reference changes.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

Based on PRESS recommendation and administration review, it is the recommendation of administration that the Board of Education accept for first reading revised Board of Education policies for Personnel Sections 5:130, Responsibilities Concerning Internal Information, 5:180, Temporary Illness or Temporary Incapacity, 5:200, Terms and Conditions of Employment and Dismissal, 5:285, Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, and 5:310, Compensatory Time-Off.

Cost: None.

Recommended Motion: That the Board of Education accept for first reading revised Board of Education Policies for Personnel Sections 5:130, Responsibilities Concerning Internal Information, 5:180, Temporary Illness or Temporary Incapacity, 5:200, Terms and Conditions of Employment and Dismissal, 5:285, Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, and 5:310, Compensatory Time-Off, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

Adopt 7/9/24
b

General Personnel

Responsibilities Concerning Internal Information¹

District employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student school records, personnel records, and the minutes of, and material disclosed in, a closed School Board meeting. Internal information is any information, oral or recorded in electronic or paper format, maintained by the District or used by the District or its employees. The Superintendent or designee shall manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

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

¹ State and federal law controls the content of this policy to the extent that: (1) the unauthorized disclosure of student school records is prohibited by the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and the Ill. School Student Records Act (105 ILCS 10/); (2) the Freedom of Information Act (FOIA) (5 ILCS 140/) exempts from disclosure certain private or personal information, employee evaluations, school security and response plans, and maps; (3) if a district offers a self-insured group health plan or flexible spending account, it must establish clear procedures to protect the employees' health information (45 C.F.R. § 164.502); (4) the Ill. Personnel Record Review Act governs the release of an employee's disciplinary action (820 ILCS 40/); (5) the Student Online Personal Protection Act requires a district and third party operators with whom it contracts to take reasonable measures to protect certain online student data and (56) any person who knowingly destroys, removes, conceals, or alters any public record with the intent to defraud any party commits a Class 4 felony (50 ILCS 205/4). These are examples of the laws requiring the safekeeping of district and school records.

This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. If a local collective bargaining agreement contains a provision on these responsibilities, it will supersede this policy and the board policy should state, "Please refer to the applicable collective bargaining agreement." For employees not covered, the policy should reflect the board's current practice.

This sample policy's intent is to safeguard district records accessed or created by employees. This includes protecting the district from unauthorized release of confidential records or the destruction of records. While the legal guidance is sparse, districts should take steps to avoid security breaches. Some districts may have more legal obligations than others. School districts that are considered *covered entities* under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 104-191) are required to comply with the HIPAA Privacy Rule. See *f/n 1 of sample policy 7:340, Student Records*, for further discussion of HIPAA. Furthermore, districts that allow foreign exchange students to attend their schools may need to put safeguards in place in order to protect data that is transferred to the Student and Exchange Visitor Information System (SEVIS). See *f/n 18 of sample policy 7:50, School Admissions and Student Transfers To and From Non-District Schools*, for further discussion of SEVIS.

To help maintain the integrity of records, districts should prevent their over-accumulation. Not all internal information must be preserved even if it is a *public record* for purposes of FOIA. According to the Local Records Act (50 ILCS 205/) a record must be retained only when it contains: (1) evidence of the district's organization, function, policies, procedures, or activities; or (2) informational data appropriate for preservation. While this is a slippery slope without definitive parameters, recorded information may generally be deleted that are conversational or personal, meeting notices, spam, email of a transient nature, duplicate material sent from other staff members, and draft material. However, no district record, no matter its form, may be destroyed if it is subject to a litigation hold. See *sample administrative procedure 2:250-AP2, Protocols for Record Preservation and Development of Retention Schedules*. For guidance on Board member use and retention of email, see *sample exhibit 2:140-E, Guidance for Board Member Communications, Including Email Use*.

LEGAL REF.: ~~Family Educational and Privacy Rights Act, 20 U.S.C. §1232g, Family Educational and Privacy Rights Act.~~
~~Uses and Disclosures of Protected Health Information; General Rules, 45 C.F.R. §164.502., Uses and Disclosures of Protected Health Information; General Rules.~~
~~Ill. Freedom of Information Act, 5 ILCS 140/, Ill. Freedom of Information Act.~~
~~Local Records Act, 50 ILCS 205/, Local Records Act.~~
~~105 ILCS 10/, Ill. School Student Records Act.~~
~~105 ILCS 85, Student Online Personal Protection Act.~~
~~Personnel Record Review Act, 820 ILCS 40/, Personnel Record Review Act.~~

CROSS REF.: 2:140 (Communications To and From the Board), 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340 (Student Records), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

DRAFT

Adopt.
2/9/24
B.

General Personnel

Temporary Illness or Temporary Incapacity¹

A temporary illness or temporary incapacity is an illness or other capacity of ill-being that renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits.² However, income received from other sources (worker's compensation, District-paid insurance programs, etc.) will be deducted from the District's compensation liability to the employee. The School Board's intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of his or her gross salary. Those insurance plans privately purchased by the employee and to which the District does not contribute, are not applicable to this policy.

If illness, incapacity, or any other condition causes a teacher or other licensed employee to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may begin dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act.³ The Superintendent

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

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

This policy is consistent with the minimum requirements of State law. The local collective bargaining agreement may contain provisions that exceed these requirements. When a policy's subject matter is superseded by a bargaining agreement, the board policy can state, "Please refer to the applicable collective bargaining agreement." For employees not covered, the policy should reflect the board's current practice.

² Temporary mental or physical incapacity as determined by a medical examination is not cause for dismissing a teacher. 105 ILCS 5/10-22.4 and 5/24-13.

³ A teacher's contractual continued service status is not affected by an absence caused by temporary illness or temporary incapacity. 105 ILCS 5/24-13. Two cases, decided before the Americans with Disabilities Act (ADA) (42 U.S.C. §12101 et seq.) was enacted, held that this statute grants school boards the power to define, through policy, temporary illness or incapacity. School Dist 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); Elder v. School Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

Important: Until February 2014, this paragraph in the PRESS sample policy applied to all employees. We limited its application to teachers in response to feedback that the paragraph should align with the statute. Section 105 ILCS 5/24-13, which this paragraph implements, applies only to teachers and, thus, we amended the paragraph to make it applicable only to teachers. **This change may trigger a bargaining requirement with a bargaining unit for educational support personnel.**

Despite the statute's limitation to licensed employees, many boards apply this language to educational support personnel. **Consult the board attorney** about whether to apply this language to educational support personnel. For boards that wish to apply this language to both licensed and educational support personnel, strike ~~teacher or other licensed~~ from the text of the first two sentences of this paragraph and correct the grammar.

The Illinois appellate court decisions cited above upheld a board policy designating when a temporary [illness or] incapacity becomes permanent for the purpose of being a cause of dismissal. The court approved using 90 days of absence due to illness, after the exhaustion of sick days, as the point at which the district considers termination. The court upheld a hearing officer decision noting that a policy providing for a 90-school-day absence following exhaustion of sick leave was sufficient under ~~Section 105 ILCS 5/24-13~~. The court noted that applying that particular policy over a two-year period would not be appropriate because the two-year period would have the effect of allowing the school board to define a temporary illness or incapacity out of existence; i.e., making it impossible for a teacher to qualify for such an absence. **Important:** a district should consult the board attorney before determining that a teacher's temporary illness or incapacity became permanent.

may recommend this paragraph's use when circumstances strongly suggest that the teacher or other licensed employee returned to work intermittently in order to avoid this paragraph's application. This paragraph shall not be considered a limitation on the Board's authority to take any action concerning an employee that is authorized by State and federal law.

Any employee may be required to have an examination, at the District's expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant if the examination is job-related and consistent with business necessity.⁴

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act.
105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.
Elder v. School Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).
School District No. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987).

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

DRAFT

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

The point at which any employee's temporary disability becomes permanent must be analyzed using the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), also referred to as the ADA or the ADA Amendments Act (ADAAA)(Pub. L. 110-325). This federal law prohibits employers from discriminating against individuals with a disability who can perform the essential functions of a job with or without reasonable accommodation. A district should regularly analyze each position's job description to ensure that it identifies the position's essential functions. Consult the board attorney concerning compliance with the ADA.

⁴ The State law (105 ILCS 5/24-5, amended by P.A. 100-513), allowing boards to require physicals of current employees *from time to time*, has been superseded by the ADA, 42 U.S.C. §12112(d)(4). The ADA allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. Id. Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would neither eliminate the risk nor reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §1630.2(r).

Note that while examination by a spiritual leader/practitioner is sufficient for leaves, the statute does not authorize an examination by a spiritual leader/practitioner for district-ordered physicals of an employee. The difference may present a constitutional issue; contact the board attorney for an opinion if the employee wants to use an examination by a spiritual leader/practitioner.

Adopt
7/9/24
B.

Professional Personnel

Terms and Conditions of Employment and Dismissal¹

The School Board delegates authority and responsibility to the Superintendent to manage the terms and conditions for the employment of professional personnel. The Superintendent shall act reasonably and comply with State and federal law as well as any applicable individual employment contract or collective bargaining agreement in effect. The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.²

School Year

Teachers shall work according to the school calendar adopted by the Board, which shall have a minimum of 176 student attendance days and a minimum of 180 teacher work days, including teacher institute days.³ Teachers are not required to work on legal school holidays unless the District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent-teacher conferences, or staff development on the third Monday in January (the Birthday of Dr. Martin Luther King, Jr.); February 12 (the Birthday of President Abraham Lincoln); the first Monday in March (known as Casimir Pulaski's birthday); the second Monday in October (Columbus Day); and November 11 (Veterans Day).⁴

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

¹ State or federal law controls this policy's content. This policy contains items on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. The local collective bargaining agreement may contain provisions that exceed these requirements. In such cases, the board policy should be amended to state, "Please refer to the applicable collective bargaining agreement."

Evaluation, tenure, and dismissals changed significantly from 2013 to 2016 as P.A.s 96-861, 97-8, and 98-513 were implemented. These public acts are referred to as *Education Reform* or *Education Reform Acts*.

² This paragraph is consistent with the IASB's *Foundational Principles of Effective Governance*, at: www.iasb.com/principles_popup.cfm ~~www.iasb.com/IASB-media/Document/found_prin.pdf~~. Boards have three options for using this paragraph: (1) use it as an introduction to the policy; (2) use it alone leaving the specific other topics for administrative implementation; or (3) do not use it.

³ 105 ILCS 5/10-19. See sample policy 6:20, *School Year Calendar and Day*.

⁴ 105 ILCS 5/24-2(b). See sample policy 5:330, *Sick Days, Vacation, Holidays, and Leaves*, for a holiday listing as well as a discussion of the case finding the State-mandated school holiday on Good Friday unconstitutional. 105 ILCS 5/24-2, amended by P.A.s 102-14, 102-15, 102-334, 102-411, and 103-395, prohibits districts from making a deduction "from the time or compensation of a school employee on account of any legal or special holiday."

10 ILCS 5/1-24, added by P.A. 103-467 and scheduled to be repealed on 1-1-25, designated 2024 Election Day as a legal school holiday for the purposes of 105 ILCS 5/24-2 and requires any school closed on 2024 Election Day to make itself available to an election authority as a polling place on that date. No waiver exists for 2024 Election Day. 105 ILCS 5/24-2(b) and (c), amended by P.A.s 102-15 and 103-467.

School Day

Teachers are required to work the school day adopted by the Board.⁵ Teachers employed for at least four hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.⁶

The District accommodates employees who are nursing mothers according to provisions in State and federal law.⁷

Salary

Teachers shall be paid according to the salaries fixed by the Board, but in no case less than the minimum salary provided by the School Code.⁸ Teachers shall be paid at least monthly on a 10- or 12-month basis.⁹

Assignments and Transfers¹⁰

The Superintendent is authorized to make teaching, study hall, extra class duty, and extracurricular assignments. In order of priority, except as otherwise provided by law, assignments shall be made based on the District's needs and best interests, employee qualifications, and employee desires.

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

⁵ A school day is required to consist of a minimum of five clock hours under the direct supervision of a teacher or non-teaching personnel or volunteer personnel that provides non-teaching or supervisory duties as specified in 105 ILCS 5/10-22.34(a) in order to qualify as a full day of attendance. 105 ILCS 5/10-19.05(a) and (j-5), amended by P.A. 103-560, eff. 1-1-24. See www.isbe.net/school-calendar for Ill. State Board of Education's (ISBE) instructional day changes notice regarding this law. See 105 ILCS 5/10-19.05, amended by P.A. 103-560, eff. 1-1-24, for additional exceptions to the attendance calculation.

⁶ 105 ILCS 5/24-9.

⁷ 29 U.S.C. §218(d), added by Pub.L. 117-328; 42 U.S.C. §2000gg et seq., added by Pub.L. 117-328; 740 ILCS 137/; 820 ILCS 260/. Consult the board attorney to ensure the district is properly accommodating nursing mothers. See sample administrative procedure 5:10-AP, *Workplace Accommodations for Nursing Mothers*.

⁸ 105 ILCS 5/10-20.7, 5/10-21.1, 5/24-1, and 5 24-8, amended by P.A. 103-515. The Commission on Government Forecasting and Accountability is required to annually certify and publish the teacher minimum salary to be used for the 2024-2025 school year and each year thereafter. Salaries are a mandatory subject of collective bargaining. 115 ILCS 5/10. Annually, by Oct. 1, each district must: (1) during an open school board meeting, report salary and benefits information for the superintendent, administrators, and teachers; (2) publish that information on the district's website, if any; and (3) provide this information to ISBE. 105 ILCS 5/10-20.47. According to a Public Access Counselor (PAC) *Informal Mediation* letter interpreting 5 ILCS 120.7.3, an IMRF employer must post on its website the names of employees having a total compensation package that exceeds \$75,000 per year. 2012 PAC 19808 (Informal Mediation by the Ill. Attorney General's Public Access Counselor (PAC)); see PAC Annual Report for 2012 at <https://foiাপac.ilag.gov/viewpdf.aspx?P=~:/content/pdf/Public Access Counselor Annual Report 2012.pdf>.

⁹ 105 ILCS 5/24-21.

¹⁰ Districts are required to have a policy on the distribution of the listed assignments. 23 Ill.Admin.Code §1.420(d). Absent an individual or collective bargaining agreement, the board has unilateral discretion to assign or retain a teacher to or in an extracurricular duty. *Betebner v. Bd. of Educ.*, 336 Ill.App. 448 (4th Dist. 1949); *Dist. 300 Educ. Assoc. v. Bd. of Educ.*, 31 Ill.App.3d 550 (2nd Dist. 1975); *Lewis v. Bd. of Educ.*, 181 Ill.App.3d 689 (5th Dist. 1989).

School Social Worker Services Outside of District Employment

School social workers may not provide services outside of their District employment to any student(s) attending school in the District. *School social worker* has the meaning stated in 105 ILCS 5/14-1.09a.¹¹

Dismissal

The District will follow State law when dismissing a teacher. ¹²

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

105 ILCS 5/22-965(a), added by P.A. 103-46, eff. 1-1-24 and amended by P.A. 103-564, requires school districts, when hiring or assigning educators for physical education, music, or visual arts, to prioritize the hiring or assigning of educators who hold an educator license and endorsement in those areas. The law also requires educators in these areas to obtain short-term approval if they are not licensed in the content area, or, if no short-term approval is available, they must meet criteria specified by ISBE. Id. at (b). Educators must obtain an endorsement in the area being taught prior to the end of the short-term approval period to continue to maintain the educator's employment for subsequent school years. professional educator licensure applicants to pass the licensure content area test for the content area the educator is assigned to teach or complete nine semester hours of coursework in the content area prior to the educator's employment start date, among other requirements. Id. at (b). In the alternative, educators do not need to be licensed, obtain short-term approval, or meet other ISBE requirements if they meet the requirements of Title 23 of the Illinois Administrative Code except for Section 1.710. Id. at (d). However, the law does not make clear whether the licensure requirements in 105 ILCS 5/22-965(b), added by P.A. 103-46, eff. 1-1-24, apply only to physical education, music, and visual art. Consult the board attorney to determine the applicability of these provisions.

¹¹ Optional. This subhead provides information to district employees and the community that 105 ILCS 5/14-1.09a prohibits school social workers from moonlighting by providing services to students attending the districts in which they are employed. Delete "5/10-20.65, 5/14-1.09a," from the Legal References if the board deletes this subhead.

¹² All dismissal laws in the chart below were amended by the *Education Reform Acts*. 105 ILCS 5/24A-5.5, requires districts to develop and implement a local appeals process for unsatisfactory ratings issued to teachers under 105 ILCS 5/24A-5, amended by P.A.s 102-252, and 102-729. Districts must: (1) develop the process in cooperation with the bargaining unit or teachers, if applicable, and (2) include an assessment of the original rating by a panel of qualified evaluators agreed to by the PERA joint committee (105 ILCS 5/24A-4(b)).

Non-tenure Teacher Discharge	105 ILCS 5/24-11, amended by P.A.s 102-552 and 103-500.
Tenured and Non-tenure Teachers Reduction in Force	105 ILCS 5/24-12(b), amended by P.A.s 103-398, eff. 1-1-24, and 103-500, and (c)
Tenured Teacher Discharge Where Cause Remediable	105 ILCS 5/24-12(d) (prior reasonable warning required), amended by P.A.s 102-708 and 103-354, eff. 1-1-24. 105 ILCS 5/24-12(d) (procedural mandates), amended by P.A.s 102-708 and 103-354, eff. 1-1-24. 105 ILCS 5/10-22.4 (general authority)
Tenured Teacher Discharge Where Cause Irremediable	105 ILCS 5/24-12(d) (no prior warning required) amended by P.A.s 102-708 and 103-354, eff. 1-1-24. 105 ILCS 5/24-12(d) (procedural mandates), amended by P.A.s 101-531, 101-643, and 102-708 and 103-354, eff. 1-1-24. 105 ILCS 5/10-22.4 (general authority)
Tenured Teacher Discharge Failure to complete remediation plan with a rating of Proficient or Excellent	105 ILCS 5/24A-5(m) (participation in remediation plan after unsatisfactory evaluation) 105 ILCS 5-24-12(d)(1) 105 ILCS 5/24-12(d) (procedural mandates), amended by P.A.s 102-708 and 103-354, eff. 1-1-24. 105 ILCS 5/10-22.4 (general authority)

Evaluation

The District’s teacher evaluation system will be conducted under the plan developed pursuant to State law.¹³

On an annual basis, the Superintendent will provide the Board with a written report which outlines the results of the District’s teacher evaluation system.

LEGAL REF.: 29 U.S.C. §218(d), Pub. L. 117-328, Pump for Nursing Mothers Act.
 42 U.S.C. §2000gg et seq., Pub. L. 117-328, Pregnant Workers Fairness Act.
 105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, 5/22-965, 5/22.4, 5/24-16.5,
 5/24-2, 5/24-8, 5/24-9, 5/24-11, 5/24-12, 5/24-21, 5/24A-1 through 24A-20.
 820 ILCS 260/, Nursing Mothers in the Workplace Act.
 23 Ill.Admin.Code Parts 50 (Evaluation of Educator Licensed Employees) and 51
 (Dismissal of Tenured Teachers).
Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985).

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest),
 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar
 and Day)

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

<p>Tenured Teacher Discharge – Optional Alternative Evaluative Dismissal Process for PERA Evaluation Failure to complete remediation plan with a <i>Proficient</i> or better rating 105 ILCS 5/24A-2.5</p>	<p>105 ILCS 5/24-16.5(d) (provide written notice) 105 ILCS 5/24-16.5 (pre-remediation and remediation procedural mandates) 105 ILCS 5/24-16.5(e) and (f) (school board makes final decision with only PERA-trained board members participating in vote)</p>
<p>Tenured Teacher Discharge – <i>Unsatisfactory</i> PERA evaluation within 36 months of completing a remediation plan 105 ILCS 5/24A-2.5</p>	<p>105 ILCS 5/24A-5(n), amended by P.A. 102-252 (forego remediation and proceed to dismissal) 105 ILCS 5/24-12(d) (procedural mandates), amended by P.A. 102-708. 105 ILCS 5/10-22.4 (general authority)</p>
<p>Educational Support Personnel Employees (non-licensed)</p>	<p>105 ILCS 5/10-23.5, amended by P.A. 102-854.</p>
<p>Probationary Teacher (non-tenure teacher)</p>	<p>105 ILCS 5/24-11, amended by P.A.s 102-552, 102-854, and 103-500.</p>

Various components of a RIF (e.g., impact and decision to RIF) and an evaluation plan (e.g., development, implementation, and impact) may be subject to mandatory collective bargaining. Central City Educ. Assoc. v. IELRB, 149 Ill.2d 496 (Ill. 1992).

105 ILCS 5/22-965, amended by PA 103-16, eff. 1-1-24, provides that in the event of a reduction in force, schools may follow the employee contract language for filling positions.

Teacher RIF procedures were changed by 105 ILCS 5/24-12(b), amended by P.A. 103-398 and 103-500, and (c). See *PERA Overview for School Board Members*, question 15. “What is the process for selecting teachers for a reduction in force/layoff (RIF)” at: www.iasb.com/law/PERAoverview.pdf.

State law does not prohibit a PERA joint committee from agreeing to put a teacher on a remediation plan if the teacher receives a second *needs improvement* (rather than *unsatisfactory*) rating after being on a professional development plan. Bd. of Educ. Rockford Public Sch. v. Rentsch, 212 N.E.3d 565 (Ill. App. Ct. 2nd Dist. 2022).

According to a binding opinion from the Ill. Public Access Counselor, a board must identify an employee by name in a motion to dismiss him or her. PAO 13-16. As this may be a significant change in practice with possible other legal consequences, a board should consult with the board attorney on this issue before dismissing an employee.

¹³ 105 ILCS 5/24A-5, amended by P.A.s 102-252, 102-729, and 103-85. Teacher evaluation plans are covered in *PERA Overview for School Board Members* at: www.iasb.com/law/PERAoverview.pdf.

Adopt
7/9/24

Educational Support Personnel

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers¹

The District shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Superintendent or designee manages a program to implement State and federal law defining the circumstances and procedures for the testing²

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

¹ State and federal law controls this policy's content. The federal Omnibus Transportation Testing Act of 1991 requires that all persons subject to commercial driver's license requirements be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP). Cannabis remains a Schedule I (c)(17) controlled substance under federal law (21 U.S.C. §812) meaning it has no currently accepted medical use in treatment. Federal drug testing requirements for commercial and school bus drivers, including random testing, are unaffected by the legalization of cannabis for medical and recreational use at the State level. See sample procedure 5:285-AP, *Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers* and U.S. Dept. of Transportation's *Recreational Marijuana Notice* (12-3-12) ("We want to make it perfectly clear that the state initiatives will have no bearing on the Department of Transportation's regulated drug testing program. **The Department of Transportation's Drug and Alcohol Testing Regulation – 49 CFR Part 40 – does not authorize the use of Schedule I drugs, including marijuana, for any reason.**") (emphasis added) and *Medical-Recreational Marijuana Notice* (4-259-129), available at: www.transportation.gov/odapc/program-guidance. State law continues to permit the imposition of civil and criminal penalties for being school bus permit drivers who use cannabis while on duty. 410 ILCS 705/10-35(a)(9).

625 ILCS 5/6-106.1c contains State law requirements for reasonable suspicion drug and alcohol testing of school bus driver permit holders. If an employer has reasonable suspicion to believe that a school bus driver permit holder is under the influence of alcohol, drugs, or intoxicating compounds, the employer must require the permit holder to undergo testing at a licensed testing facility before driving any vehicle for which a school bus driver permit is required. The employer's reasonable suspicion must be based on specific, contemporaneous observations of the appearance, behavior, speech, or body odors. 49 CFR §382.307. State law makes employers of school bus driver permit holders who do not hold commercial driver's licenses subject to federal law regarding reasonable suspicion testing. The employer must report to the Ill. Secretary of State if the permit holder refuses testing or if the testing reveals the presence of alcohol, drugs, or intoxicating compounds. A school bus permit holder whose test discloses any amount of alcohol or drugs, or who refuses testing, will have his or her school bus permit suspended for three years.

State law also allows for drug and alcohol testing for any driver on a public roadway; i.e., *implied consent*. 625 ILCS 5/11-501.1.

Drug testing by government entities constitutes a search of an individual, thereby invoking State and federal constitutional law. In determining whether post-employment testing of a school bus driver is permissible, a court will balance the privacy interests of the employee against the district's interest. International Brotherhood of Teamsters v. Department of Transportation, 932 F.2d 1292 (9th Cir. 1991). For districts that employ staff members in positions requiring a commercial driver's license, see the U.S. Dept. of Transportation - Office of the Secretary, Office of Drug and Alcohol Policy and Compliance's guidance and best practices document titled **What Employers Need to Know About DOT Drug and Alcohol Testing**, available at: www.transportation.gov/odapc/employer_handbook.

² An optional provision for districts that contract-out their transportation services:

This policy shall not be implemented, and no administrative procedures will be needed, until it is reasonably foreseeable that the District will hire staff for a position(s) requiring a commercial driver's license.

LEGAL REF.: ~~625 ILCS 5/6-106.1 and 5/6-106.1c.~~

49 U.S.C. §31306, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991, P.L. 102-143).

49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled Substance and Alcohol Use and Testing), and 395 (Hours of Service of Drivers).

625 ILCS 5/6-106.1 and 5/6-106.1c.

CROSS REF.: 4:110 (Transportation), 5:30 (Hiring Process and Criteria), 5:280 (Duties and Qualifications)

DRAFT

Adopt
7/9/24

Educational Support Personnel

Compensatory Time-Off¹

This policy governs the use of compensatory time-off by employees who: (1) are covered by the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and (2) are not represented by an exclusive bargaining representative.

Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed 240 hours, which represents compensation for 160 hours of overtime.² An employee whose work regularly includes public safety, emergency response, or seasonal activities may accumulate a maximum of 480 hours of compensatory time, which represents compensation for 320 hours of overtime.³ If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for any additional overtime hours worked, at the rate of one and one half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.⁴

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

¹ The federal regulations implementing the Fair Labor Standards Act (FLSA) governs the use of *comp-time*. 29 C.F.R. §§553.21-553.28 and 553.50. See sample policy 5:35, Compliance with the Fair Labor Standards Act, for discussion of the FLSA. In order for a district to offer comp-time, it must have a compensatory time-off policy or the topic must be covered in an applicable collective bargaining agreement. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. School officials should consult with the board attorney before adopting this policy.

The terms *comp-time* and *compensatory time-off* mean paid time-off that is earned and accrued by a non-exempt employee in lieu of overtime pay for over 40 hours worked in one workweek. Compensatory time-off in lieu of overtime pay must be at the premium rate of 1.5 hours of compensatory time for each hour of overtime worked (just as the monetary rate for overtime is calculated at 1.5 times the regular rate of pay). As a condition for using comp-time in lieu of overtime pay, the employer and employee must have an *agreement or understanding* before the work is performed. Further, the employee's decision to accept comp-time must be made freely. For employees represented by an exclusive bargaining agent, the agreement to use comp-time must be between the district and the bargaining agent.

For non-exempt employees who are not covered by a collective bargaining agreement, the *agreement or understanding* concerning comp-time must be between the district and employee. See sample exhibit 5:310-E, Agreement to Receive Compensatory Time-Off. If the district had a regular practice of comp-time before April 15, 1986, that is deemed an agreement. Notice to the non-exempt employees that comp-time will be given in lieu of overtime pay for overtime through bulletin board notices is sufficient to constitute an *agreement or understanding*, provided that the decision to accept compensatory time-off is made freely.

² This sample policy contains the maximum hours that the FLSA allows an employee to accumulate. It is a ceiling that an employee may hit several times, but never go over without using some of the time-off. A school board may forfeit flexibility and set this ceiling lower.

³ *Seasonal activities* include activities during periods of significantly increased demand, that are of a regular and recurring nature. A seasonal activity is not limited strictly to those operations that are very susceptible to changes in the weather. However, mere periods of short but intense activity do not make an employee's job seasonal. However, the 480 hour accrual limit will not apply to office personnel or other employees who may perform such seasonal activities only in emergency situations, even if they spend substantially all of their time in a particular workweek engaged in such activities.

⁴ The FLSA permits a board to require that employees reduce their accumulated compensatory time or face having their supervisor schedule the compensatory time-off for them. Christensen et al. v. Harris County et al., 529 U.S. 576 (2000). Such an optional provisions follows:

An employee who has accrued compensatory time-off shall be permitted to use such time in at least half-day components provided such requests do not unduly disrupt the District's operations.⁵ The employee's supervisor must approve a request to use compensatory time-off.

Upon termination of employment, an employee will be paid for unused compensatory time at the higher of:

1. The average regular rate received by such employee during the last three years of employment;
or
2. The final regular rate received by such employee.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation.

Implementation

The Superintendent or designee shall implement this policy in accordance with the FLSA. In the event of a conflict between the policy and the FLSA, the latter shall control.

LEGAL REF.: ~~Fair Labor Standards Act, 29 U.S.C. §201 et seq., Fair Labor Standards Act; 29 C.F.R. Part 553.~~

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act), 5:185 (Family and Medical Leave), 5:270 (Employment At-Will, Compensation, and Assignment)

DRAFT

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

Notwithstanding the above and to avoid hardship to the District, an employee's supervisor may require the employee to reduce accumulated compensatory time, or schedule the compensatory time-off for the employee, so that the employee does not accumulate more than 75 hours of compensatory time, which represents compensation for 50 hours of overtime.

⁵ Optional.

8. Approval of Updated Board Policies for Section 6 - Instruction

107

Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 6:110 - Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program, 6:140 - Education of Homeless Children, 6:150 - Home and Hospital Instruction, and 6:230 - Library Media Program, as presented. **See Attachment No. 14.**

TO: Members of the Board of Education

FROM: Dr. Matthew DeBaene, Assistant Superintendent for Secondary Teaching and Learning ~~4~~

DATE: July 18, 2024

SUBJECT: Approve Updated Board Policies for Section 6 – Instruction

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

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

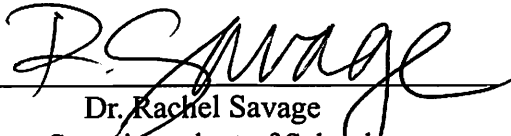
Facts: In the continuing quest to update the District's Board Policies, a portion of Section 6 with suggested changes based on PRESS recommendations is attached. The administration requests the Board accept updates for Section 6, as listed. These changes are minor and part of a five-year review.

Attached are the suggested changes based on PRESS recommendations. The administration requests the Board accept updates for Policies 6:110 - Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program, 6:140 - Education of Homeless Children, and 6:230 - Library Media Program. Recall the underlined text represents suggested new additions; whereas, the ~~strikethrough~~ text represents suggested deletions.

Cost: None.

Recommended Action: That the Board of Education accepts for first reading the revised Board of Education Policy 6:110 - Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program, 6:140 - Education of Homeless Children, 6:150 - Home and Hospital Instruction, and 6:230 - Library Media Program, as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

Instruction

Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program ¹

The Superintendent or designee shall develop, maintain, and supervise a program for students at risk of academic failure or dropping out of school. The program shall include education and support services addressing individual learning styles, career development, and social needs, and may include without limitation one or more of the following:

- Parent-teacher conferences
- Counseling services by social workers and/or guidance counselors
- Counseling services by psychologists
- Psychological testing
- Truants' alternative and optional education program ²
- Alternative school placement
- Community agency services
- Alternative learning opportunities program, in conformity with the Alternative Learning Opportunities Law, as it may be amended from time to time ³
- Graduation incentives program ⁴
- Remediation program ⁵

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

¹ State law controls this policy's content.

² 105 ILCS 5/2-3.66, amended by P.A. 100-465, authorizes the Ill. State Board of Education (ISBE) to award grants to school districts, educational service regions, and community college districts.

³ 105 ILCS 5/13B-1 et seq. Districts are not required to establish an alternative learning opportunities program. However, if they do, State law requires that the program "provide a flexible standards-based learning environment, innovative and varied instructional strategies, a student-centered curriculum, social programs, and supplemental social, health, and support services to improve the educational achievement of students at risk of academic failure." 105 ILCS 5/13B-20. The program must also meet the requirements in 105 ILCS 5/13B-45. Alternative learning opportunities programs "may include, without limitation, evening high school, in-school tutoring and mentoring programs, in-school suspension programs, high school completion programs to assist high school dropouts in completing their education, high school completion programs to allow students eligible for remote learning under Section 34-18.81 to complete their education while incarcerated in an institution or facility of the Department of Corrections, support services, parental involvement programs, and programs to develop, enhance, or extend the transition for students transferring back into the regular school program, an adult education program, or a post-secondary education program." 105 ILCS 5/13B-20.5, amended by P.A. 102-966. See 105 ILCS 5/13B-25.10, as well as other requirements for general State aid and evidence-based funding (the statute references both types of funding), for additional requirements to receive State funds for creating this program.

⁴ Required by 105 ILCS 5/26-16, amended by P.A. 100-465.

⁵ 105 ILCS 5/10-20.9a(b) requires remedial assistance for students who are not promoted to the next higher grade.

Any student who is below the age of 20 years is eligible to enroll in a graduation incentives program if he or she: ⁶

1. Is considered a dropout according to State law;
2. Has been suspended or expelled;
3. Is pregnant or is a parent;
4. Has been assessed as chemically dependent; or
5. Is enrolled in a bilingual education or English Language Learners program.

LEGAL REF.: 105 ILCS 5/2-3.41, 5/2-3.66, 5/10-20.9a, 5/13B, 5/26-2a, 5/26-13, 5/26-14, and 5/26-16.

CROSS REF.: 6:280 (Grading and Promotion), 6:300 (Graduation Requirements), 7:70 (Attendance and Truancy)

DRAFT

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

⁶ Required by 105 ILCS 5/26-16, amended by P.A. 100-465. Graduation incentives programs are entitled to claim general State aid and evidence-based funding (the statute references both types of funding). A district must ensure that its graduation incentives program receives supplemental general State aid, transportation reimbursements, and special education resources, if appropriate, for students enrolled in the program. 105 ILCS 5/26-2a defines *dropout* as "any child enrolled in grades 9 through 12 whose name has been removed from the district enrollment roster for any reason other than the student's death, extended illness, removal for medical non-compliance, expulsion, aging out, graduation, or completion of a program of studies and who has not transferred to another public or private school and is not known to be home-schooled by his or her parents or guardians or continuing school in another country."

Instruction

Education of Homeless Children ¹

Each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths, including a public pre-school education.² A *homeless child* is defined as provided in the McKinney-Vento Homeless Assistance Act and the Education for Homeless Children Act.³ The Superintendent or designee shall act as or appoint a Liaison for Homeless Children to coordinate this policy’s implementation. ⁴

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

¹ State and federal law control this policy’s content. This sample policy contains the basic requirements of the Education for Homeless Children Act (105 ILCS 45/), as well as the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq.). Other policies that are relevant to the education of homeless children are listed in the Cross References, e.g., school admissions and immunizations.

² For high school districts, delete “including a public pre-school education” at the end of the sentence.

³ Under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a(2)), *homeless children and youths* (A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 42 U.S.C. §11302(a)(1)); and (B) includes:

- (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 11302(a)(2)(C));
- (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (iv) migratory children (as such term is defined in section 6399 of title 20) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).

Note: Section §11434a(2) no longer includes children “awaiting foster care placement” within the definition of *homeless children and youths*.

Under the Education for Homeless Children Act (105 ILCS 45/1-5), *Homeless person, child, or youth* includes, but is not limited to, any of the following:

- (1) An individual who lacks a fixed, regular, and adequate nighttime place of abode.
- (2) An individual who has a primary nighttime place of abode that is:
 - (A) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing);
 - (B) an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (C) a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

See www.isbe.net/Pages/Homeless.aspx for helpful informational resources and training with regard to the education of homeless children in Illinois. See <https://nche.ed.gov/legislation/mckinney-vento/www2.ed.gov/programs/homeless/legislation.html> for the U.S. Dept. of Education’s information about federal requirements.

⁴ 42 U.S.C. §11432(g)(I)(J)(ii).

A homeless child may attend the District school that the child attended when permanently housed or in which the child was last enrolled. A homeless child living in any District school's attendance area may attend that school. ⁵

The Superintendent or designee shall review and revise rules or procedures that may act as barriers to the enrollment of homeless children and youths. In reviewing and revising such procedures, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship.⁶ Transportation shall be provided in accordance with the McKinney-Vento Homeless Assistance Act and State law.⁷ The Superintendent or designee shall give special attention to ensuring the enrollment and attendance of homeless children and youths who are not currently attending school.⁸ If a child is denied enrollment or transportation under this policy, the Liaison for Homeless Children shall immediately refer the child or his or her parent/guardian to the ombudsperson appointed by the Regional Superintendent and provide the child or his or her parent/guardian with a written explanation for the denial.⁹ Whenever a child and his or her parent/guardian who initially share the housing of another person due to loss of housing, economic hardship, or a similar hardship continue to share the housing, the Liaison for Homeless Children shall, after the passage of 18 months and annually thereafter, conduct a review as to whether such hardship continues to exist in accordance with State law. ¹⁰

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

⁵ 105 ILCS 45/1-10.

⁶ The first two sentences in this paragraph are required by 42 U.S.C. §11432(g)(7). 410 ILCS 535/25.3, amended by P.A. 100-506, requires fees for certified copies of birth records to be waived for individuals whose homeless status has been verified. A public school homeless liaison or school social worker may verify homeless status, in accordance with procedures established by the State Registrar of Vital Records. *Id.*

⁷ 42 U.S.C. §11432(g)(1)(J)(iii), 42 U.S.C. §11432(g)(4)(A), and 105 ILCS 45/1-15. The School Code and Education for Homeless Children Act permit school districts to use their State transportation funds to provide financial assistance to children who are homeless or who qualify as *at risk of becoming homeless* when: (1) the financial assistance is not in excess of the district's actual costs for providing the transportation to the student, and (2) the district is not otherwise claiming the expenditures through another State or federal grant. 105 ILCS 5/29-5 (transportation reimbursement), amended by P.A. 102-539, and 105 ILCS 45/1-17 (homeless assistance). A child is considered *at risk of becoming homeless* if the child's parent/guardian, other person who enrolls the child, or unaccompanied minor provides documented evidence that the child's living situation will no longer be fixed, regular, and adequate within eight weeks, resulting in the child becoming homeless. 105 ILCS 45/1-17(d). Prior to providing such financial assistance, a district must enter into a written housing plan with the parent/guardian, person who enrolled the child, or unaccompanied minor. *Id.* at 1-17(c). Financial assistance may include: (1) mortgage or rental assistance that will allow a child to remain permanently in his/her living situation or obtain a new living situation; and/or (2) assistance with unpaid bills, loans, or other financial debts that results in housing being inadequate. *Id.* at 1-17(a). See sample administrative procedure 6:140-AP, Education of Homeless Children, ¶n 1, for a discussion of issues that districts should consider in developing such plans.

⁸ Required by 42 U.S.C. §11432(g)(7)(C).

⁹ Required by 105 ILCS 45/1-25; 23 Ill. Admin. Code §1.241. The Ill. State Board of Education's *Homeless Dispute Resolution Procedures* (published September 2017 and updated December/February 2024) are available at: www.isbe.net/Pages/Homeless.aspx.

Use this alternative for districts in suburban Cook County: replace "Regional Superintendent" with "Intermediate Service Center Executive Director."

¹⁰ Optional. 105 ILCS 45/1-25(a-5). As an alternative, a school board may omit this sentence or use a permissive verb, such as, "...the Liaison for Homeless Children may, after the passage of 18 months and annually thereafter, conduct... change the word "shall" to "may." Any change required as a result of this review becomes effective at the close of the school year. Any person who knowingly or willfully presents false information in any review commits a Class C misdemeanor.

LEGAL REF.: 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 45/, Education for Homeless Children Act.
23 Ill.Admin.Code §1.241.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:110 (Transportation), 4:140 (Waiver of Student Fees), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students)

ADMIN. PROC.: 6:140-AP (Education of Homeless Children)

DRAFT

Instruction

Home and Hospital Instruction¹

A student who is absent from school, or whose physician, physician assistant, or advanced practice registered nurse anticipates that the student will be absent from school, because of a medical condition may be eligible for instruction in the student's home or hospital.² Eligibility shall be determined by State law and the Illinois State Board of Education rules governing (1) the continuum of placement options for students who have been identified for special education services or (2) the home and hospital instruction provisions for students who have not been identified for special education services.³ Appropriate educational services from qualified staff will begin no later than five school days after receiving a written statement from: (1) a physician licensed to practice medicine in all of its branches, (2) a licensed physician assistant, or (3) a licensed advanced practice registered nurse.⁴ Instructional or

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

¹ State or federal law controls this policy's content. The following State laws and ISBE rules govern homebound and hospital instruction: 105 ILCS 5/14-13.01 (reimbursement for home and hospital instruction along with factors to qualify for it); 105 ILCS 5/18-4.5 (reimbursement for home and hospital instruction); 105 ILCS 5/10-19.05(e) (added by P.A. 100-12 (an instructional session of one clock hour may be counted as ½ day of attendance, however, a student must receive four or more instructional clock hours to count as a full day of attendance)); 23 Ill.Admin.Code §226.300 (home/hospital service for a special education student); 23 Ill.Admin.Code §1.520.

See ISBE guidance, *Home/Hospital Instruction and Reimbursement Questions and Answers* available at: www.isbe.net/Documents/Home-Hospital_QA.pdf.

² 105 ILCS 5/14-13.01, amended by P.A. 100-443, defines the standards for determining when a student is eligible to receive home or hospital instruction. A student qualifies when a physician, physician assistant, or advanced practice registered nurse anticipates a student's absence due to a medical condition. The law defines "ongoing intermittent basis" to mean a medical condition of such a nature and severity that it is anticipated that the student will be absent from school due to the medical condition for periods of at least two days at a time multiple times during the school year totaling at least 10 days or more of absences. 225 ILCS 65-50-10, amended by P.A. 100-513, revised the Nurse Practice Act to add registered to the definition of advanced practice registered nurse; accordingly, this policy reflects that change in terminology, even though Section 5/14-13.01 similarly has not been amended.

³ 105 ILCS 5/14-13.01(a-5), amended by P.A. 100-443, requires that all students provide a written statement from a physician, physician assistant, or advanced practice registered nurse stating the existence of a medical condition, the impact on the child's ability to participate in education, and the anticipated duration or nature of the child's absence from school. However, ISBE rules at 23 Ill.Admin.Code §226.300 (students qualifying for special education services) and 23 Ill.Admin.Code §1.520 (students not qualifying for special education services) have not yet been amended to reflect that this written statement may come from a physician assistant or an advanced practice registered nurse; they still state that such a written statement must come from a physician. ISBE's *Medical Certification for Home/Hospital Instruction* form, form 34-58, reflects that the written statement may come from a "physician licensed to practice medicine in all its branches, APRN, or PA." Available at: www.isbe.net/Documents/Medical-certification-home-hospital-instruction.pdf.

A student with health needs may be protected by the Individuals with Disabilities Education Act (20 U.S.C. §1401(3) or Section 504 of the Rehabilitation Act (29 U.S.C. §794(a)).

⁴ 105 ILCS 5/14-13.01(a-5), amended by P.A. 100-443 and 100-863. There is no requirement that a student be absent from school for a minimum number of days before he or she qualifies for home or hospital instruction. 105 ILCS 5/14-13.01(a). The statute, amended by P.A. 100-443, allows schools to begin home or hospital instruction upon receipt of a written statement from a physician, physician assistant, or advanced practice registered nurse but requires it to begin no later than five school days after receipt of the written statement.

Both 23 Ill.Admin.Code §§226.300(g) and 1.520(f) require home or hospital instructors to meet the requirements listed in 23 Ill.Admin.Code §1.610, i.e., proper licensure as required by Section 21B-15 of the School Code (105 ILCS 5/21B-15).

related services for a student receiving special education services will be determined by the student's individualized education program.

A student who is unable to attend school because of pregnancy will be provided home instruction, correspondence courses, or other courses of instruction (1) before the birth of the child when the student's physician, physician assistant, or advanced practice registered nurse indicates, in writing, that she is medically unable to attend regular classroom instruction, and (2) for up to three months after the child's birth or a miscarriage.⁵

Periodic conferences will be held between appropriate school personnel, parent(s)/guardian(s), and hospital staff to coordinate course work and facilitate a student's return to school.

LEGAL REF.: 105 ILCS 5/10-19.05(c), 5/10-22.6a, 5/14-13.01, and 5/18-4.5.
23 Ill.Admin.Code §§1.520, 1.610, and 226.300.

CROSS REF.: 6:120 (Education of Children with Disabilities), 7:10 (Equal Educational Opportunity), 7:280 (Communicable and Chronic Infectious Disease)

DRAFT

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

⁵ 105 ILCS 5/10-22.6a—amended by P.A. 100-443. Number (2) does not require a written statement from a physician, physician assistant, or advanced practice registered nurse.

Instruction

Library Media Program¹

The Superintendent or designee shall manage the District's library media program to comply with (1) State law and Ill. State Board of Education (ISBE) rule and (2) the following standards:

1. The program includes an organized collection of resources available to students and staff to supplement classroom instruction, foster reading for pleasure, enhance information literacy, and support research, as appropriate to students of all abilities in the grade levels served.

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

¹ ~~State law and ISBE rule controls some aspects of this policy's content; however, districts are not required to adopt a policy on any subject matter covered in it that want to be eligible for the State school library grant funding must adopt Standard #5 or its alternative (see the next paragraph, below); otherwise, no policy is required, 75 ILCS 10/8.7, added by P.A. 103-100, Standards #1-4 restate requirements in 23 Ill.Admin.Code §1.420(o). Standard #2 implements the rule's requirement that each "district's annual budget shall include an identifiable allocation for resources and supplies for the program." However, the rule allows a unit district serving fewer than 400 students or an elementary or high school district serving fewer than 200 students to forego the allocation requirement; thus, they may use the following alternative to standard #2: "Resources are sufficient to meet students' needs."~~

~~Standard #5 or an alternative written statement prohibiting the practice of banning books is required for a district to be eligible for State library grants (e.g., school library grants under 75 ILCS 10/8.4), 75 ILCS 10/8.7, added by P.A. 103-100, eff. 1-1-24. Regarding Standard #5, in order to be eligible for a School Library Grant, a district must also be a member in good standing of a regional multitype library system (e.g., Illinois Heartland Library System or Reaching Across Illinois Library System) or have applied for membership and been approved for membership in such a system within specific timeframes. 23 Ill.Admin.Code §3035.120, The American Library Association's (ALA) *Library Bill of Rights* (available at <https://www.ala.org/advocacy/intfreedom/librarybill>) includes the following:~~

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
5. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
7. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use.
8. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

~~If the board prefers the alternative language permitted by 75 ILCS 10/8.7, added by P.A. 103-100, eff. 1-1-24, for Standard #5, substitute with the following:~~

~~The practice of banning books or other materials within the District's library media program is prohibited.~~

~~If a board adopts the alternative language for Standard #5, the district must also implement administrative procedure 6:230-AP, *Responding to Complaints About Library Media Resources*, using the alternative language in its fn 1. A district that utilizes the alternative language and is applying for a State School Library Grant should submit policy 6:230, *Library Media Program*, and administrative procedure 6:230-AP, *Responding to Complaints About Library Media Resources* to the Ill. State Library as part of the eligibility certification for the grant.~~

~~Standards #6 and #7 may be customized or deleted, and other standards may be added.~~

2. Financial resources for the program's resources and supplies are allocated to meet students' needs.
3. Students in all grades served have equitable access to library media resources.
4. The advice of an individual who is qualified according to ISBE rule is sought regarding the overall direction of the program, including the selection and organization of materials, provision of instruction in information and technology literacy, and structuring the work of library paraprofessionals.
5. The program adheres to the principles of the American Library Association's *Library Bill of Rights*, which indicate that materials should not be proscribed or removed because of partisan or doctrinal disapproval.
6. Staff members are invited to recommend additions to the collection.
7. Students may freely select resource center materials as well as receive guided selection of materials appropriate to specific, planned learning experiences.

Parents/guardians, employees, and community members who believe that library media program resources violate rights guaranteed by any law or Board policy may file a complaint using Board policy 2:260, *Uniform Grievance Procedure*.²

The Superintendent or designee shall establish criteria consistent with this policy for the review of objections. Parents/guardians, employees, and community members with suggestions or complaints about library media program resources may complete a *Library Media Resource Objection Form*. The Superintendent or designee shall inform the parent/guardian, employee, or community member, as applicable, of the District's decision.³

LEGAL REF.: 75 ILCS 10/8.7.
23 Ill.Admin.Code §1-420(o).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:60 (Curriculum Content), 6:170 (Title I Programs), 6:210 (Instructional Materials), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs)

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

² Limiting the scope of complainants in this policy to parents/guardians, employees, and community members aligns with sample policy 2:260, *Uniform Grievance Procedure*.


³ The issue of school library book removals is an unsettled area of law that is often litigated; consult the board attorney for advice regarding challenges to school library books or other library resources. In the only U.S. Supreme Court case to address this issue, *Island Trees Union Free Sch. Dist. No. 26 v. Pico*, 457 U.S. 853 (1982), the Court issued a plurality (not a majority) opinion finding a board could not remove books it had characterized as "anti-American, anti-Christian, anti-Semitic, and just plain filthy," if the removal was motivated by partisan or political reasons; to do so would violate students' Constitutional right to receive information and ideas. Four dissenting justices, however, disagreed that students have a right to receive information and ideas under the First Amendment and would have deferred to the judgment of the local school board.

9. Approval of Updated Board Policy 7:170 - Vandalism

118

Recommended Motion: that the Board of Education accepts for first reading the revised Board of Education Policy 7:170 - Vandalism, as presented. **See Attachment No. 15.**

TO: Members of the Board of Education

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

DATE: July 18, 2024

SUBJECT: Approve Updated Board Policy 7:170 – Vandalism

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

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

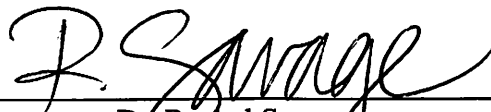
Facts: In the continuing quest to update the District's Board Policies, a portion of Section 7 with suggested changes based on PRESS recommendations is attached. The administration requests the Board accept updates for Section 7, as listed. These changes are minor and part of a five-year review.

Attached are the suggested changes based on PRESS recommendations. The administration requests the Board accept updates for Policy 7:170 - Vandalism. Recall the underlined text represents suggested new additions; whereas, the ~~strikethrough~~ text represents suggested deletions.

Cost: None.

Recommended Action: That the Board of Education accepts for first reading the revised Board of Education Policy 7:170 - Vandalism as presented.

Approved for Submission to the Board of Education



Dr. Rachel Savage
Superintendent of Schools

Students

Vandalism ¹

The School Board will seek restitution from students and their parents/guardians for vandalism or other student acts that cause damage to school property. ²

LEGAL REF.: 740 ILCS 115/, Parental Responsibility Law.

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

DRAFT

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

¹ State or federal law controls this policy's content.

² The Parental Responsibility Law makes parents/guardians of unemancipated minors who are 11 through 18 years of age liable for actual damages. Parents/guardians may be liable up to \$20,000 for the first act or occurrence of a willful or malicious act. If a pattern or practice of willful or malicious acts by a minor is found by a court to exist for another separate act or occurrence, parents/guardians may be liable up to \$30,000. 740 ILCS 115/5.

10. Approval of Memorandum of Understanding - Regional Office of Education

121

Recommended Motion: that the Board of Education approve the Memorandum of Understanding between the Rock Island County Regional Office of Education #49 and John Deere Middle School and the Moline School District #40 for the Lights on for Learning program. **See Attachment No. 16.**

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Rock Island County Regional Office of Education #49

And

John Deere Middle School & Moline-Coal Valley School District #40

I. PURPOSE & SCOPE

The purpose of the MOU is to clarify the roles and responsibilities of each party as they relate to the FY2025 21st Century Community Learning Centers (CCLC) grant application submitted to the Illinois State Board of Education on behalf of John Deere Middle School. In particular, this MOU is intended to address the 21st CCLC grant funded Lights On for Learning programming and activities held beyond non-school hours or during periods when school is not in session at John Deere Middle School.

II. ROCK ISLAND COUNTY REGIONAL OFFICE OF EDUCATION (RIROE)

Shall undertake the following activities:

- Serve as the fiscal agent of 21st CCLC grant funds
- Employ the Lights On for Learning Project Director to serve as the liaison between the RIROE and the school and community partners
- Collaborate with John Deere Middle School personnel and provide technical assistance in identifying, implementing and evaluating programming needs during non-school hours or when school is not in session for target student populations
- Provide on-going professional development of John Deere Middle School personnel and provide technical assistance in identifying, implementing and evaluating programming needs during non-school hours or when school is not in session for target student populations
- Serve as a repository for the sharing of resources and supportive services for John Deere Middle School personnel to put forth the project goals and objectives for students and their families
- Oversee reporting requirements of the Lights On for Learning program (Benchmarking data collection, State evaluation, local evaluation, reports to key stakeholders, etc.)
- Oversee both State and local evaluation
- Track budget expenditures
- Work with community partners to provide programs and services
- Seek funding sources for sustaining programs

III. JOHN DEERE MIDDLE SCHOOL & MOLINE-COAL VALLEY SCHOOL DISTRICT #40

Shall undertake the following activities:

- Develop and oversee appropriate Lights On for Learning programming beyond non-school hours or when school is not in session for students and families

- Adapt instruction to accommodate needs of the John Deere Middle School student population
- Communicate and collaborate on a consistent basis with school day educators and Light On for Learning personnel regarding programming and supports in order to enhance academics, attendance, and social-emotional well being for each enrolled student
- Identify and recruit students for the Lights On for Learning programming beyond non-school hours or when school is not in session for students and families
- Identify and recruit students for the Lights On for Learning Program and develop a referral process
- Hire and supervise Lights On for Learning personnel
- Maintain data necessary for required program reporting and submit information needed for reports
- Be responsible for the facility, materials and resources needed for programming
- Participate fully in professional development provided by the RIROE
- Work with community partners for providing programs and services
- Track budget expenditures and submit invoices with required documentation for reimbursement of funds on a monthly basis
- Site Coordinator will communicate with teachers on a daily basis to collect, compile, and share data such as surveys of students, parents, and teachers, state and local assessment scores such as NWEA MAP, IAR, etc. and information about the Lights On for Learning program will be shared with teachers, parents, and community stakeholders on a monthly basis
- Site Coordinator will work in collaboration with teachers to utilize the learning management system on a consistent basis in order to monitor student's grade completion in particular to review and compile a comparison of the student's grades for the first and fourth quarters and their academic progress

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

- 1. To identify a Lights On for Learning program liaison who will serve as the point-of-contact for communication**
- 2. To meet regularly to discuss on-going progress of program development, implementation and evaluation**
- 3. The 21st CCLC Lights On for Learning program is developed and implemented in collaboration with the Rock Island County Regional Office of Education, school district, building principal, and the teachers.**

V. FUNDING

John Deere Middle School will receive reimbursement for 21st CCLC funded Lights On for Learning programming (not to exceed 90% of the total grant award) upon receipt of invoices and back-up documentation.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon allocation of the 21st CCLC grant funds for John Deere Middle School and shall be in force for the effective dates of the grant agreement.

Rock Island County Regional Office of Education #49

Regional Superintendent of Schools

Date

John Deere Middle School

Principal

Date

Moline-Coal Valley School District #40

Superintendent

Date

11. Approval of Memorandum of Understanding - Regional Office of Education

125

Recommended Motion: that the Board of Education approve the Memorandum of Understanding between the Rock Island County Regional Office of Education #49 and Wilson Middle School and the Moline School District #40 for the Lights on for Learning program. **See Attachment No. 17.**

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Rock Island County Regional Office of Education #49

And

Woodrow Wilson Middle School & Moline-Coal Valley School District #40

I. PURPOSE & SCOPE

The purpose of the MOU is to clarify the roles and responsibilities of each party as they relate to the FY2025 21st Century Community Learning Centers (CCLC) grant application submitted to the Illinois State Board of Education on behalf of Woodrow Wilson Middle School. In particular, this MOU is intended to address the 21st CCLC grant funded Lights On for Learning programming and activities held beyond non-school hours or during periods when school is not in session at Woodrow Wilson Middle School.

II. ROCK ISLAND COUNTY REGIONAL OFFICE OF EDUCATION (RIROE)

Shall undertake the following activities:

- Serve as the fiscal agent of 21st CCLC grant funds
- Employ the Lights On for Learning Project Director to serve as the liaison between the RIROE and the school and community partners
- Collaborate with Woodrow Wilson Middle School Lights On for Learning personnel and provide technical assistance in identifying, implementing and evaluating programming needs during non-school hours or when school is not in session for target student populations
- Provide on-going professional development of Woodrow Wilson Middle School personnel and provide technical assistance in identifying, implementing and evaluating programming needs during non-school hours or when school is not in session for target student populations
- Serve as a repository for the sharing of resources and supportive services for Glenview Middle School personnel to put forth the project goals and objectives for students and their families
- Oversee reporting requirements of the Lights On for Learning program (Benchmarking data collection, State evaluation, local evaluation, reports to key stakeholders, etc.)
- Oversee both State and local evaluation
- Track budget expenditures
- Work with community partners to provide programs and services
- Seek funding sources for sustaining programs

III. WOODROW WILSON MIDDLE SCHOOL & MOLINE-COAL VALLEY SCHOOL DISTRICT #40

Shall undertake the following activities:

- Develop and oversee appropriate Lights On for Learning programming beyond non-school hours or when school is not in session for students and families

- Adapt instruction to accommodate needs of the Woodrow Wilson Middle School student population
- Communicate and collaborate on a consistent basis with school day educators and Light On for Learning personnel regarding programming and supports in order to enhance academics, attendance, and social-emotional well being for each enrolled student
- Identify and recruit students for the Lights On for Learning programming beyond non-school hours or when school is not in session for students and families
- Identify and recruit students for the Lights On for Learning Program and develop a referral process based upon teacher recommendations,
- Hire and supervise Lights On for Learning personnel
- Maintain data necessary for required program reporting and submit information needed for reports
- Be responsible for the facility, materials and resources needed for programming
- Participate fully in professional development provided by the RIROE
- Work with community partners for providing programs and services
- Track budget expenditures and submit invoices with required documentation for reimbursement of funds on a monthly basis
- Site Coordinator will communicate with teachers on a daily basis to collect, compile, and share data such as surveys of students, parents, and teachers, state and local assessment scores such as NWEA MAP, IAR, etc. and information about the Lights On for Learning program will be shared with teachers, parents, and community stakeholders on a monthly basis
- Site Coordinator will work in collaboration with teachers to utilize the learning management system on a consistent basis in order to monitor student's grade completion in particular to review and compile a comparison of the student's grades for the first and fourth quarters and their academic progress

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

1. To identify a Lights On for Learning program liaison who will serve as the point-of-contact for communication
2. To meet regularly to discuss on-going progress of program development, implementation and evaluation
3. The 21st CCLC Lights On for Learning program is developed and implemented in collaboration with the Rock Island County Regional Office of Education, school district, building principal, and the teachers.

V. FUNDING

Woodrow Wilson Middle School will receive reimbursement for 21st CCLC funded Lights On for Learning programming (not to exceed 90% of the total grant award) upon receipt of invoices and back-up documentation.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon allocation of the 21st CCLC grant funds for Woodrow Wilson Middle School and shall be in force for the effective dates of the grant agreement.

Rock Island County Regional Office of Education #49

Regional Superintendent of Schools

Date

Woodrow Wilson Middle School

Principal

Date

Moline-Coal Valley School District #40

Superintendent

Date

12. Approval of Memorandum of Understanding - Regional Office of Education

129

Recommended Motion: that the Board of Education approve the Memorandum of Understanding between the Rock Island County Regional Office of Education #49 and Moline High School and the Moline School District #40 for the Lights on for Learning program. **See Attachment No. 18.**

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Rock Island County Regional Office of Education #49

And

Moline High School & Moline-Coal Valley School District #40

I. PURPOSE & SCOPE

The purpose of the MOU is to clarify the roles and responsibilities of each party as they relate to the FY2025 21st Century Community Learning Centers (CCLC) grant application submitted to the Illinois State Board of Education on behalf of Moline High School. In particular, this MOU is intended to address the 21st CCLC grant funded Lights On for Learning programming and activities held beyond non-school hours or during periods when school is not in session at Moline High School.

II. ROCK ISLAND COUNTY REGIONAL OFFICE OF EDUCATION (RIROE)

Shall undertake the following activities:

- Serve as the fiscal agent of 21st CCLC grant funds
- Employ the Lights On for Learning Project Director to serve as the liaison between the RIROE and the school and community partners
- Collaborate with Moline High School personnel and provide technical assistance in identifying, implementing and evaluating programming needs during non-school hours or when school is not in session for target student populations
- Provide on-going professional development of Moline High School Lights On for Learning personnel and provide technical assistance in identifying, implementing and evaluating programming needs during non-school hours or when school is not in session for target student populations
- Serve as a repository for the sharing of resources and supportive services for Moline High School personnel to put forth the project goals and objectives for students and their families
- Oversee reporting requirements of the Lights On for Learning program (Benchmarking data collection, State evaluation, local evaluation, reports to key stakeholders, etc.)
- Oversee both State and local evaluation
- Track budget expenditures
- Work with community partners to provide programs and services
- Seek funding sources for sustaining programs

III. MOLINE HIGH SCHOOL & MOLINE-COAL VALLEY SCHOOL DISTRICT #40

Shall undertake the following activities:

- Develop and oversee appropriate Lights On for Learning programming beyond non-school hours or when school is not in session for students and families

- Adapt instruction to accommodate needs of the Moline High School student population
- Communicate and collaborate on a consistent basis with school day educators and Light On for Learning personnel regarding programming and supports in order to enhance academics, attendance, and social-emotional well being for each enrolled student
- Identify and recruit students for the Lights On for Learning programming beyond non-school hours or when school is not in session for students and families
- Identify and recruit students for the Lights On for Learning Program and develop a referral process
- Hire and supervise Lights On for Learning personnel
- Maintain data necessary for required program reporting and submit information needed for reports
- Be responsible for the facility, materials and resources needed for programming
- Participate fully in professional development provided by the RIROE
- Work with community partners for providing programs and services
- Track budget expenditures and submit invoices with required documentation for reimbursement of funds on a monthly basis
- Site Coordinator will communicate with teachers on a daily basis to collect, compile, and share data such as surveys of students, parents, and teachers, state and local assessment scores such as NWEA MAP, IAR, etc. and information about the Lights On for Learning program will be shared with teachers, parents, and community stakeholders on a monthly basis
- Site Coordinator will work in collaboration with teachers to utilize the learning management system on a consistent basis in order to monitor student's grade completion in particular to review and compile a comparison of the student's grades for the first and fourth quarters and their academic progress

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

- 1. To identify a Lights On for Learning program liaison who will serve as the point-of-contact for communication**
- 2. To meet regularly to discuss on-going progress of program development, implementation and evaluation**
- 3. The 21st CCLC Lights On for Learning program is developed and implemented in collaboration with the Rock Island County Regional Office of Education, school district, building principal, and the teachers.**

V. FUNDING

Moline High School will receive reimbursement for 21st CCLC funded Lights On for Learning programming (not to exceed 90% of the total grant award) upon receipt of invoices and back-up documentation.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon allocation of the 21st CCLC grant funds for Moline High School and shall be in force for the effective dates of the grant agreement.

Rock Island County Regional Office of Education #49

Regional Superintendent of Schools

Date

Moline High School

Principal

Date

Moline-Coal Valley School District #40

Superintendent

Date

13. Approval of Memorandum of Understanding - Luther College

133

Recommended Motion: that the Board of Education approve the Memorandum of Understanding between Luther College and the Moline-Coal Valley School District #40. **See Attachment No. 19.**



Memorandum of Understanding June 30, 2024 – July 1, 2027

Moline-Coal Valley Community Unit School District #40 (IL)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101, and Moline-Coal Valley Community Unit School District #40 (IL), 1619 11th Ave, Moline, IL 61265.

PROVISIONS:

1. Luther College and Moline-Coal Valley Community Unit School District #40 (IL) agree to participate in a clinical field experience program, including student teaching, student observations, and other field experiences if placements are available in the district.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences who are placed in Moline-Coal Valley Community Unit School District #40 (IL).
3. Student teachers and other field experience enrollees of the Luther College Education Department must comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Moline-Coal Valley Community Unit School District #40 (IL) and the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area and grade level. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students must follow the guidelines set by Moline-Coal Valley Community Unit School District #40 (IL) for this process.

PLEASE CHECK ONLY ONE BOX BELOW.

Moline-Coal Valley Community Unit School District #40 (IL) has a system in place by which the student can complete this requirement.

Moline-Coal Valley Community Unit School District #40 (IL) requires Luther College to process a National background check for the student. The student must pay the processing fee and submit the completed report to Moline-Coal Valley Community Unit School District #40 (IL). This background check will include:

- National Sex Offender Registry
- National Criminal Database
- Criminal Search – County
- ID Trace Pro

6. Moline-Coal Valley Community Unit School District #40 (IL) and Luther College agree to provide equal educational opportunities and access to facilities for all qualified persons. To not discriminate in employment, academic programs, and activities based on age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. This agreement begins on June 30, 2024, and terminates on July 1, 2027. Luther College or Moline-Coal Valley Community Unit School District #40 (IL) may terminate or change the assignment of any student at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

8. In gratitude, Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment will be made at the end of each semester after the Luther College Education Department receives the completed assessments (2 observation feedback reports; and 2 evaluations) from the cooperating teacher. Payment for a student teacher who has withdrawn before the middle of the placement shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 115) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 7-10 weeks - \$200

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check this box **IF** Moline-Coal Valley Community Unit School District #40 (IL) **requires** the cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: _____ Title: _____
Representative, Moline-Coal Valley Community Unit School District #40 (IL)

Signature: _____ Date: _____
Representative, Moline-Coal Valley Community Unit School District #40 (IL)

Signature: Robert C. [Signature] Date: 16 May 24
Provost, Luther College

14. Reports, Requests and Open Discussion

A. Superintendent's Report

- 1) 2024-2025 PACE Goals

15. Illinois Association of School Board Training for Moline-Coal Valley School Board Members

16. 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.