

Moline, Illinois

## **Notice of Meeting**

Members of the Board of Education

Ladies and Gentlemen:

You are hereby notified that there will be a Regular Meeting of the Board of Education, School District No. 40, at 6:00 PM, on Monday, February 23, 2026, at the Moline Education Center, 1900 52nd Avenue, Moline, Illinois 61265.

Dr. Brian Prybil  
Secretary, Board of Education

### **AGENDA AND RECOMMENDATIONS**

Board of Education  
Moline, Illinois  
Monday, February 23, 2026

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/88384093517?pwd=cZSDeVn7Snx803mR0rmrPTQ16K3cMF.1>  
Passcode:254699

#### **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 February 9, 2026

2

Moline, Illinois, February 9, 2026  
Minutes  
Board of Education  
School District No. 40

The meeting of the Board of Education was called to order by Board President Chet DeSmet at 6:43 p.m. at Washington Elementary 1550 41st Street, Moline, IL 61265.

**Roll Call**

Members Present: Audrey Adamson, Chet DeSmet, Ramona Dixon, Jason Farrell, Geoff Manis, Laura Sivertsen

Member Absent: Lindsey Hines

Student Member Present: Abigail Greenlee, Varun Mekala

Student Member Absent: None

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

**APPROVAL OF MINUTES**

The minutes of the Open Session of the Regular Board of Education Meeting of January 26, 2026 were presented for approval as presented.

A motion was made by Audrey Adamson, seconded by Jason Farrell, all in favor, that the minutes of the Open Session of the Regular Board of Education meeting of January 26, 2026 be approved as presented and placed on file.

**COMMUNICATION, PUBLIC COMMENT AND PARTICIPATION**

Kyndall Dobbelare, MHS Student, commented on the concerns about the safety and functionality of the girls restrooms at Moline High School, citing missing locks, incorrect attachment, leading to students requesting their parents to withdraw from school to use the restroom. Ms. Dobbelare also expressed frustration with the lack of attention causing security issues, such as gaps in door locks and missing locks, which have been ongoing for years.

**CONSENT AGENDA**

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

A motion was made by Jason Farrell, seconded by Audrey Adamson, that the Board of Education approve the actions contained in Consent Agenda Items A through S as presented.

**A. Employment – Certified Staff**

- 1) the temporary employment of the following named certified substitute teachers for the 2025-2026 school year with wages in accordance with District schedules:

Lockard, Gavin  
Schoemaker, Andrea

- 2) the temporary employment of the following named Certified Hourly Instructor for the 2025-2026 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Location</u>
Toledo, Joanna	Lincoln-Irving

**B. Approval of Administrative Recommendation for the Appointment of Assistant Principals of Moline High School for the 2026-2027 school year**

- 1) that the Board of Education approve Timothy Corwin to the Assistant Principal for Curriculum, Instruction, and Assessments at Moline High School for the 2026-2027 school year, effective July 1, 2026.
- 2) that the Board of Education approve Nicholas Youngblood to the Assistant Principal for Buildings, Grounds, Instruction, Computer, and Finance at Moline High School for the 2026-2027 school year, effective July 1, 2026.

**C. Appointment to Differential Assignment - Certified Staff**

the temporary appointment of the following named certified staff member to differential assignment, effective for the 2025-2026 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Delp, Joel	Assistant Swimming	John Deere/Wilson

**D. Resignation from Differential Assignment - Certified Staff**

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Gorgal, Kevin	Assistant Varsity Football (.50)	High School

**E. Resignation for the Purpose of Retirement - Certified Staff**

the resignation for the purpose of retirement of the following named certified staff member, effective at the end of the 2029-2030 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Thompson, Daniel	Math	High School

**F. Employment – Educational Support Personnel**

- 1) the employment of the following named educational support personnel for the 2025-2026 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Dean, Leztlie	Lunchroom Aide	Franklin	02/02/26
Martinez, Tera	Lunchroom Aide	Roosevelt	02/02/26
Thompson, Brandy	Administrative Assistant	Wilson	01/29/26

- 2) the temporary employment of the following named substitute educational support personnel for the remainder of the 2025-2026 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>
Hensley, Gabrielle	Custodian
Sodadasi, Pushparani	Classroom
Vols, Allison	Custodian

**G. Resignation/Termination - Educational Support Personnel**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Darfou, Mourdjanatou	Lunchroom Aide	Roosevelt	01/30/26

**H. Appointment to Differential Assignment - Non-Certified Staff**

the temporary appointment of the following named non-certified staff member to differential assignment, effective for the remainder of the 2025-2026 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Burrier, Whitley	Head 7/8 Wrestling	Wilson

**I. Resignation of Differential Assignment - Non-Certified Staff**

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Kirkhove, Chad	Head 7/8 Wrestling	Wilson	01/28/26

**J. Transfer/Reassignment**

- 1) the transfer of Gregory Vols from the High School Split Shift Custodial position to the 2nd Shift Custodial position at Willard/WIU (Lincoln-Irving), effective February 2, 2026.
- 2) the transfer of Anna Saguilan Vargas from the 2nd Shift Custodial position at the High School to the High School Split Shift Custodial position, effective February 2, 2026.
- 3) the transfer of Daniel Butler from the High School 2nd Shift J Wing 1st Floor Custodial position to the 2nd Shift EBJ Wing 3rd Floor West Custodial position, effective February 2, 2026.
- 4) the transfer of Ian Griffin from the High School 2nd Shift EBJ Wing 2nd Floor East Custodial position to the 2nd Shift J Wing 1st Floor Custodial position, effective February 2, 2026.
- 5) the transfer of Shelby Waydeman from the High School 2nd Shift J Wing 2nd Floor Custodial position to the 2nd Shift EBJ Wing 2nd Floor East Custodial position, effective February 17, 2026.
- 6) the transfer of Tarrah Reed from Curriculum Department Administrative Assistant to Human Resources Administrative Assistant, effective October 1, 2026.

**K. Payments for Board Approval**

approval of payments:

Fund 1 Educational	1,964,195.05
Fund 2 Operations & Maintenance	347,526.24
Fund 3 Debt Service	5,319,900.00
Fund 4 Transportation	41,748.65
Fund 5 Retirement	241,128.89
Fund 6 Capital Projects	0.00
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	12,611.94
Fund 9 Life Safety Code	0.00
Fund 10 Group Insurance	1,136,144.89
Fund 11 Student Activity	<u>17,450.14</u>
TOTAL	9,080,705.80

**See Exhibit A in the official minutes.**

**L. Freedom of Information Act Requests**

- 1) A Freedom of Information Act Request was received from The Data Branch for procurement records related to disposable foodservice products. We are requesting confirmation of whether your entity currently purchases disposable foodservice products, including traditional and sustainable alternatives, and access to relevant procurement records. Specifically, we seek the following: 1. Purchase Orders and Transaction Records - Purchase orders, invoices, or transaction histories related to

disposable foodservice items (e.g., cups, containers, clamshells, cutlery). - Line-item details showing product descriptions, quantities, unit pricing, and total spend. 2. Supplier and Distributor Information - Names of vendors, distributors, or manufacturers from whom these products were purchased, including but not limited to vendors such as Sysco, US Foods, Gordon Food Service (GFS), Pactiv, Dart, Eco-Products, World Centric, or other foodservice distributors or manufacturers. - Any identifiable competitor or brand names listed in purchase order line items. 3. Contracts and Procurement Documents - Contracts, contract summaries, or agreements related to these purchases. - RFQs, RFPs, or bid documents associated with disposable or sustainable foodservice products. 4. Sustainability-Related Products - Records indicating whether purchased products were compostable, biodegradable, recyclable, or otherwise marketed as sustainable alternatives. - Documentation comparing sustainable products versus traditional disposable products (e.g., styrofoam or plastic). 5. Buyer and Department Information - The department(s) responsible for these purchases. - Buyer or procurement contact names and titles, where available. This request seeks records reflecting procurement activities conducted by any department, office, division, or administrative unit within your entity during **January 2023 - January 2026**. The District has responded to this request.

- 2) A Freedom of Information Act Request was received from The Data Branch requesting procurement records related to disposable foodservice products. We are requesting confirmation of whether your entity currently purchases disposable foodservice products, including traditional and sustainable alternatives, and access to relevant procurement records. Specifically, we seek the following: 1. Purchase Orders and Transaction Records - Purchase orders, invoices, or transaction histories related to disposable foodservice items (e.g., cups, containers, clamshells, cutlery). - Line-item details showing product descriptions, quantities, unit pricing, and total spend. 2. Supplier and Distributor Information - Names of vendors, distributors, or manufacturers from whom these products were purchased, including but not limited to vendors such as Sysco, US Foods, Gordon Food Service (GFS), Pactiv, Dart, Eco-Products, World Centric, or other foodservice distributors or manufacturers. - Any identifiable competitor or brand names listed in purchase order line items. 3. Contracts and Procurement Documents - Contracts, contract summaries, or agreements related to these purchases. - RFQs, RFPs, or bid documents associated with disposable or sustainable foodservice products. 4. Sustainability-Related Products - Records indicating whether purchased products were compostable, biodegradable, recyclable, or otherwise marketed as sustainable alternatives. - Documentation comparing sustainable products versus traditional disposable products (e.g., styrofoam or plastic). 5. Buyer and Department Information - The department(s) responsible for these purchases. - Buyer or procurement contact names and titles, where available. This request seeks records reflecting procurement activities conducted by any department, office, division, or administrative unit within your entity during **January 1, 2024 – January 27, 2026**. The District has responded to this request.

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

- 1) Wharton Field House by Moline Booster Club for pancake breakfast fundraiser on Saturday, March 21, 2026 from 6:00 a.m. until 1:00 p.m. Building 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) Wharton Field House for Project Graduation on Sunday, May 24, 2026 from 10:30 p.m. until Monday, May 25, 2026 at 2:30 a.m. Building rental fees are to be waived.
- 3) John Deere gymnasium by City of Moline and MUSE Design to host an event on Thursday, February 19, 2026 from 5:30 p.m. until 7:00 p.m. Building rental fees are to be waived.
- 4) Moline High School swimming pool by Moline Parks and Recreation to recertify lifeguards on Saturday, April 25, 2026 and Saturday, May 2, 2026 from 10:00 a.m. until 8:00 p.m. Building 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.

**N. Acceptance of Gifts**

- 1) A donation in the amount of \$3,000 from Barry Depoorter was received from the Memorial Donation Fund on behalf of his wife, Jean Depoorter. The funds will be utilized to support the Districts Life Skills Program.
- 2) A donation in the amount of \$2,000 from Kim and Peter Benson was received to support the Advanced Education Scholarship Fund at Moline High School.

**O. Amended Fund Account - 2026 Bicentennial Playground Improvements**

that the Board of Education approve the amended funding source to Fund 2 for the 2026 Bicentennial Playground Improvements to Park & Play Structures Inc., Chattanooga, Tennessee, in the amount of \$105,270.45. **See Exhibit B in the official minutes.**

**P. Approval to Purchase - Nutanix Virtual Server Environment**

that the Board of Education approve the purchase of Nutanix Virtual Server Environment and associated professional migration services from Heartland Business Systems, Lisle, Illinois, for a total cost not to exceed \$250,000, which covers all associated costs for a five-year agreement. **See Exhibit C in the official minutes.**

**Q. Award of Bid - 2026 Moline High School Drivers Education Cars**

that the Board of Education award the bid for 2026 Moline High School Drivers Education cars to Hiland Toyota, Moline, Illinois, in the amount of \$177,383. **See Exhibit D in the official minutes.**

**R. Engage Services - Professional Services for the Moline High School Baseball and Softball Fields Upgrades**

that the Board of Education engage the services of Legat Architects, Moline, Illinois, for

professional services for the Moline High School Baseball and Softball Fields upgrades for an estimated cost of \$95,000. **See Exhibit E in the official minutes.**

**S. Engage Services - Professional Services for the Moline High School Soccer Field Upgrades**

that the Board of Education engage the services of IMEG, Rock Island, Illinois, for professional services for the Moline High School Soccer Field and Concession Stand upgrades for an estimated cost of \$57,300. **See Exhibit F in the official minutes.**

Ayes: Jason Farrell, Geoff Manis, Laura Sivertsen, Audrey Adamson, Ramona Dixon, Chet DeSmet

Nays: None

Absent: Lindsey Hines

**Approval of Board of Education Meetings for the 2026-2027 and 2027-2028 School Years**

A motion was made by Geoff Manis, seconded by Laura Sivertsen that the Board of Education approve the Board of Education meetings calendars for the 2026-2027 and 2027-2028 school years as presented. **See Exhibit G in the official minutes.**

Ayes: Geoff Manis, Laura Sivertsen, Audrey Adamson, Ramona Dixon, Jason Farrell, Chet DeSmet

Nays: None

Absent: Lindsey Hines

**Approval of First Reading of Updated Board of Education Policies - Section 3**

A motion was made by Jason Farrell, seconded by Laura Sivertsen, that the Board of Education accepts for first reading the updated Board of Education policies, as presented. **See Exhibit H in the official minutes.**

Ayes: Geoff Manis, Laura Sivertsen, Audrey Adamson, Ramona Dixon, Jason Farrell, Chet DeSmet

Nays: None

Absent: Lindsey Hines

**REPORTS, REQUESTS, AND OPEN DISCUSSION**

**Superintendent's Report**

Dr. Rachel Savage, Superintendent, As we know one of our Student Board of Education Members, Ms. Abigail Greenlee, is a senior and will be graduating in a few short months. With that I wanted to take a few moments to get your feedback on our draft application process and timeline for refilling her student

Board of Education seat. You should have a handout at your tables, I'd like to take a few minutes to go through what we are thinking and get your input on any changes we should make or to include anything we may have missed

Geoff Manis, Board Member, asked if this was a different practice than in the past. Dr. Savage, stated that during the pandemic these practices went by the wayside like nearly everything else. Dr. Savage would like to move forward with this process and have a formalized process in place moving forward.

Chet DeSmet, Board Member, stated that this process and timeline works for now but it won't always be a sophomore and senior, it could be a junior and senior.

Ramona Dixon, Board Member, feels this should be a privilege for upper classmen, thinking that freshmen are new and won't have the experiences or the knowledge and students would probably feel more comfortable talking with an upper classman about an issue.

Student Board Member Abigail Greenlee also believes that upper classmen would be a better fit to serve on the board. Ms. Greenlee also feels more communication out to the student on who the student board members are would be helpful and maybe opportunities for sophomores to be a part of a mentor program to help those students that would like to run for student board member seats.

Audrey Adamson, Board Member, believes then a junior senior rotation would work instead of a three year rotation.

Laura Sivertsen, Board Member, stated that the answer to Dr. Savage's question would be that the information needs to go out to the sophomore class and it would be good to add a section on the application for recommendations from current staff for students. Dr. Savage replied that the application is on the ISBE website and she is almost certain that is part of the application process.

Student Board Member Vaurm Mekala agrees that student board members should be from the junior and senior class.

Dr. Savage reminded board members that coming up in just three weeks on March 3rd, is the next IASB Blackhawk Division event, being hosted at Rock Island High School. So far I have registration requests from Chet, Audrey, Jason, Ramona, myself- if anyone else would like to attend, please let us know this week, so we can get you registered. Also, from IASB, Katie Bulova will be attending our March 9th Board of Education meeting, which as a reminder, has been moved to Bicentennial. Ms. Bulova will be providing a professional development session for the board on Communication and Community Engagement Strategies. This session is being provided to the board complimentary for hosting an IASB event this past September. March is a busy month, on the 10th and 11th the state board of education will be here in Moline. Our district has been chosen as a host site this year, out of over 800 districts, to be the location for their monthly Board meeting. While this is a multi-day event and Board members are welcome to be here for both days, Wednesday, March 11th, would be the most interactive day to choose to be present if you can make yourself available for that day, or at least part of it. On March 11th, we will be taking the Board and their staff on some school tours, we will be providing a district highlight presentation to the board, and we will be hosting a leadership luncheon at approximately 12:30 p.m., in the diner. All BOE members are invited and can expect a RSVP coming soon. It will be a positive time to showcase all of the good things that are happening here and your leadership and voice would be welcome. Tarrah will be posting both full days as a Board event so we are covered for OMA.

Geoff Manis, Board Member, asked at which one of these exciting events in March will Dr. Savage be receiving her award for 2026 Superintendent of Distinction. Dr. Savage replied “thank you,” that meeting will be sometime in April in Springfield, Illinois.

Lastly, I wanted to provide a quick celebration regarding some exciting student achievement news. Our winter MAP scores have come in for reading and math and the growth across our schools is off the charts! I would like to turn it over to Dr. Prybil, Deputy Superintendent, and head of the Curriculum Department, for a few quick highlights.

Dr. Brian Prybil, Deputy Superintendent, reported that we are closing the gaps. The elementary schools in the district achieved 69.6% of math students and 61.3% of the reading students with 70% of the total student population, exceeding the expected growth targets. The district’s 6-8 students achieved 64.3% of their math students and 62.7% of their reading students at 70% of the total student population, exceeding the expected growth targets. The district’s teachers are using data to adjust instruction and provide students with the instructional tools they need to maximize their growth.

Geoff Manis, Board Member, asked that he please be contacted to hand out the MAPP testing certificates to classrooms. Dr. Prybil replied that he will send out an invite with times to board members if anyone else is interested.

#### Student Board of Education Member Report

Abigail Greenlee, Student Board Member, reported that the High School's Maroon Market food pantry will be distributing food assistance boxes again on Wednesday evening from 4:30 p.m. until 6:00 p.m. while supplies last. Boys basketball game on Tuesday evening and it’s senior night that evening at the game.

Varun Mekala, Student Board Member, reported that the Chess Club qualified for state and the Academic Team placed third in the conference last weekend. Varun stated that the Sadies Dance is coming up in a few weeks and he “thanked” Student Congress for all the great things they do for the school.

#### Board of Education Member Open Discussion

Chet DeSmet, Board Member, congratulated Dr. Savage as she will be recognized for her excellent job, and the board expresses their pride in her leadership.

Jason Farrell, Board Member, informed all that Franklin Elementary will be hosting a trivia night on February 20th.

#### Review of Superintendent Evaluation Procedures and Expectations - Mr. DeSmet, Board President

Mr. DeSmet stated that the board will be discussing superintendent evaluations in the upcoming board meeting and access will be provided for the SuperEval tool, for each board member to start their evaluation process for Dr. Savage.

A motion was made by Audrey Adamson, seconded by Ramona Dixon, all in favor, that the Board of Education go into Closed Session. Time: 7:13 p.m.

**\*\*\*CLOSED SESSION\*\*\***

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

A motion was made by Laura Sivertsen, seconded by Audrey Adamson, all in favor, that the Board of Education return to Open Session. Time: 7:35 p.m.

**Return to Open Session for Possible Action - Hiring of Jane Addams Principal**

A motion was made by Ramona Dixon, seconded by Jason Farrell, that the Board of Education approve the appointment of Jamie Trost to the position of Jane Addams Elementary Principal, effective for the 2026-2027 school year.

Ayes: Ramona Dixon, Jason Farrell, Geoff Manis, Laura Sivertsen, Audrey Adamson, Chet DeSmet

Nays: None

Absent: Lindsey Hines

A motion was made by Audrey Adamson, seconded by Ramona Dixon, all in favor, that the Board of Education meeting be adjourned. Time: 7:35 p.m.

---

President

---

Secretary

B. Minutes of the Closed Session of the Regular Meeting of the Board of Education of February 9, 2026

**4. Communications, Public Comment and Participation**

**5. Consent Agenda**

13

*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 **Q** as presented:

**A. Approval of Family Medical Leave Act – Certified Staff**

that the Board of Education grant approval of a family medical leave for the following certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Blome, Aaron	Counselor	John Deere	Beginning 03/02/26 and ending 04/24/26
Winston, Jane	Speech Language Pathologist	Roosevelt	Beginning 04/07/26 and ending 05/29/26

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

the acceleration of the previously approved resignation date for the purpose of retirement from the end of the 2027-2028 school year to the end of the 2025-2026 school year for the following named certified staff member:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Perry, Amy	English	Wilson

**C. Resignation/Termination - Certified Staff**

the resignation/termination from employment of the following named certified staff members:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Castro, Briana	Vocal Music	Bicentennial/Franklin	05/29/26
Roseman, Heather	Kindergarten	Butterworth	05/29/26
Wicks, Anna	Grade 4	Lincoln-Irving	05/29/26

**D. Employment – Non-Certified Staff**

1) the employment of the following named non-certified staff for the 2025-2026 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Blucker, Courtney	Administrative Assistant	Butterworth	07/21/26
Pitts, Jill	Lunchroom Aide	Roosevelt	02/17/26

- 2) the temporary employment of the following named non-certified substitute staff for the 2025-2026 school year with wages in accordance with District schedules:

<u>Name</u>	<u>Position</u>
Lowery, Shatavia	Classroom Educational Support Personnel
Tindal, Aubry	Custodian
Patric, Jackson	Custodian
Perez, Heather	Custodian
Sanchez, Leonor	Lunchroom Aide
Versluis, Austin	Custodian

**E. Resignation for the Purpose of Retirement - Non-Certified Staff**

the resignation for the purpose of retirement of the following named non-certified staff:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Newell, Kathleen	Administrative Assistant	Facilities	08/03/26

**F. Approval of Family Medical Leave Act – Non-Certified Staff**

that the Board of Education grant approval of a family medical leave for the following non-certified staff:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
Davidson, Julian	Maintenance	Facilities	Beginning intermittently on 02/13/26 and ending upon 60 accumulated days.
Reaves, Darrick	Campus Attendance Supervisor	High School	Beginning intermittently on 02/16/26 and ending upon 60 accumulated days.

**G. Transfer/Reassignment**

the transfer of Nicholas Allison from the 2nd Shift Custodial position at Lincoln-Irving to the 2nd Shift High School J Wing 2nd and 3rd Floor Custodial position.

**H. Appointment to Differential Assignment - Non-Certified Staff**

the temporary appointment of the following named non-certified staff member to differential assignment, effective for the 2025-2026 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Doran, Lant	Head Grade 8 Boys Track	Wilson
Smith, Jenna	Assistant Grade 8 Girls Track	Wilson

**I. Resignation of Differential Assignment - Non-Certified Staff**

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Osborne, Aubrey	Head Grade 7 Volleyball	Wilson
Paxton-Ellis, Ethan	Assistant Grade 8 Girls Track	Wilson
Whiteman, Charles	Head Grade 9 Girls Soccer (.50)	High School

**J. Payments for Board Approval**

approval of payments:

Fund 1 Educational	613,290.14
Fund 2 Operations & Maintenance	179,390.95
Fund 3 Debt Service	1,155.00
Fund 4 Transportation	156,614.38
Fund 5 Retirement	0.00
Fund 6 Capital Projects	147,046.74
Fund 7 Working Cash	0.00
Fund 8 Tort Fund	47,114.28
Fund 9 Life Safety Code	9,000.00
Fund 10 Group Insurance	8,836.00
Fund 11 Student Activity	<u>12,641.77</u>
TOTAL	1,175,089.26

**See Attachment No. 1.**

**K. Freedom of Information Act Requests**

- 1) A Freedom of Information Act request was received from Girl Scouts of Eastern Iowa and Western Illinois for Directory Information for 2025-2026 school year, for female students, including those who identify as female, in grades Pre-K through 8th grade, and with the following information: First name, Last name, Date of birth, Home address, Phone number, School, Grade Level. The District has responded to this request.
- 2) A Freedom of Information Act request was received from IMT Insurance for a video of an accident between two vehicles on February 2, 2026, at 2:15 p.m., exiting the south parking lot near the tennis courts. Silver 08 Buick LaCrosse and a Grey Toyota Camry. The District has responded to this request.

- 3) A Freedom of Information Act request was received from Michael F. Henry requesting the following: “From 2019 thru present please provide copies of all bonds sold by the District.- This only needs to happen if the District did not comply with the required background checks. From 2019 Please give the firm and name of the Districts Primary Attorney. if no primary Attorney Please list all Firms and Attorneys employed by your School District from Jan 1, 2019 Forward. From 2019 thru the present please provide Documentation the District Complied with Illinois law and Performed the Background checks the District Superintendent is supposed to perform of who ever is designated to perform The Background Checks for Board members. Prior to them being Goven the Oath Of Office. Please Provide the background reports as Required under Illinois Law for each School Board elected in the State Of Illinois from 2010 Present, Performed by Each of the Government Entities in this Email.” 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) Bartlett Performing Arts Center by Friends of India Quad Cities on Wednesday, November 11, 2026 from 5:30 p.m. until 10:00 p.m., Friday, November 13, 2026 from 6:00 p.m. until 10:00 p.m. for rehearsals, and Saturday, November 14, 2026 from 9:00 a.m. until 8:00 p.m. for performance. Building rental fees will be billed at \$100 per hour. Custodial fees will be billed in the amount of \$54 per hour.
- 2) Bartlett Performing Arts Center by QC Telugu Sangam on Saturday, April 18, 2026 from 3:00 p.m. until 5:00 p.m. and Sunday, April 19, 2026 from 2:00 p.m. until 5:00 p.m. Building rental fees will be billed at \$100 per hour. Custodial fees will be billed in the amount of \$54 per hour for Saturday and \$62 per hour for Sunday.

**M. Acceptance of Gifts**

A donation in the amount of \$500 from MidAmerican Energy Foundation was received to be utilized to provide school supplies for students in need.

**N. Approval - Annual Renewal of Rapid Identity**

that the Board of Education approve the annual renewal of Rapid Identity for network account security in the amount of \$26,500 from Identity Automation, Houston, Texas. **See Attachment No. 2.**

**O. Award of Bid - 2026 Hamilton Elementary Ductwork Improvements**

that the Board of Education award the bid for 2026 Hamilton Elementary Ductwork Improvements to Chenoweth Construction, Port Byron, Illinois, in the amount of \$327,000. **See Attachment No. 3.**


P. **Change Order - Cost Increase of Previously Approved Infinite Campus**

that the Board of Education approve an increase of \$15,000 for custom scripting for the Infinite Campus implementation from Computer Information Concepts Inc., Greeley, Colorado. **See Attachment No. 4.**

Q. **Engage Services - Professional Services for the Moline High School Baseball and Softball Field Upgrades**

that the Board of Education engage the services of RTM Engineering, Bettendorf, Iowa, for Civil Engineering professional services for the Moline High School Baseball and Softball Field upgrades for an estimated cost of \$124,000. **See Attachment No. 5.**

TO: Members of the Board of Education

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

DATE: February 19, 2026

SUBJECT: Approval - Annual Renewal of Rapid Identity

Reason for Board Consideration: Board approval is required for annual agreement renewal.

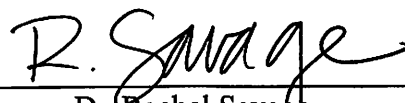
Action Necessary: Approval is requested to renew the Rapid Identity account management system.

Facts: Rapid Identity was implemented in May of 2025 to provide account provisioning and serve as the multi-factor authentication method for adult District network accounts. Google, and many other services, now require MFA in their user agreements. Additionally, Rapid Identity provisions accounts from our student information system and business system into various instructional systems for rostering and access.

Cost: The licensing cost to renew Rapid Identity is \$20,000 per year. The support cost, also paid annually, is \$6,500. The total cost for renewal is \$26,500, to be paid from the Educational Technology annual maintenance account.

Recommended Action: That the Board of Education approve the annual renewal of Rapid Identity for network account security in the amount of \$26,500 from Identity Automation, Houston, Texas.


Approved for Submission to the Board of Education



---

Dr. Rachel Savage  
Superintendent of Schools

TO: Members of the Board of Education

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

DATE: February 19, 2026

SUBJECT: Award of Bid – 2026 Hamilton Elementary Ductwork Improvements

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

Action Necessary: Board of Education approval is requested.

Facts: At the January 9, 2025 Board meeting, RTM Engineering was selected for Mechanical engineering and Electrical professional services for the Hamilton Elementary Ductwork Replacement redesign. After bidding, the project cost exceeded the budget, and the timeline also needed to be adjusted to allow for the work to be completed over two summer breaks. Due to the repair costs and reinstallation of the lighting fixtures, it was more cost effective to replace the light fixtures with new flat panel LED fixtures.

Specifications were prepared and issued by RTM Engineering and Legat Architects. The RFP was posted for public bid on February 2, 2026 and bids were received February 17, 2026. The bids are as shown on the attached tabulation.

Therefore, it is the recommendation of the administration that the Board of Education award the contract for the 2026 Hamilton Elementary Ductwork Improvements to the lowest qualified bidder, as identified.

Cost: The total estimated cost is \$327,000 for the equipment and installation, and the District will carry \$25,000 for contingency, which is included in the base bid, and this project will ultimately be supported through the Capital Projects Fund (Fund 6).

Recommended Motion: That the Board of Education award the bid for 2026 Hamilton Elementary Ductwork Improvements to Chenoweth Construction, Port Byron, Illinois, in the amount of \$327,000.

Approved for Submission to the Board of Education




---

Dr. Rachel Savage  
Superintendent of Schools

<b>February 19, 2026</b>				<b>Attachment No. 3</b>
<b>Moline-Coal Valley School District 40.</b>				<b>02/23/2026</b>
<b>Hamilton Ductwork &amp; Lighting Improvements</b>				
<b>Name and Address of Bidder</b>	<b>Base Bid</b>	<b>Alternate 1 Not Taken</b>	<b>Contengancy Included in the basebid</b>	<b>Total Bid</b>
<b>Chenoweth Construction</b>				
<b>Port Byron, Illinois</b>	<b>\$302,000.00</b>		<b>\$25,000.00</b>	<b>\$327,000.00</b>
		\$160,000.00		
<b>Loescher Heating &amp; Air Conditioning</b>				
<b>Sterling, Illinois</b>	<b>\$354,800.00</b>		<b>\$25,000.00</b>	<b>\$379,800.00</b>
		\$235,000.00		
<b>Builders Sales Service Company</b>				
<b>Moline, Illinois</b>	<b>\$400,000.00</b>		<b>\$25,000.00</b>	<b>\$425,000.00</b>
		\$272,000.00		

TO: Members of the Board of Education

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

DATE: February 19, 2026

SUBJECT: Change Order - Cost Increase of Previously Approved Infinite Campus

Reason for Board Consideration: Board approval is required for a change in total implementation cost.


Action Necessary: Approval is requested to increase the previously approved amount.

Facts: At the April 14th Board of Education meeting, the Board approved the total cost to implement Infinite Campus in the amount of \$110,000. As implementation continues, there is a need to import and export data between multiple systems. This is done through custom scripts that Infinite Campus will develop for us. These scripts are charged a one-time development fee and an additional line item for annual renewal if the District decides to keep them active. Not all scripts will need to be kept annually. The custom scripts identified thus far include importing and exporting data to Embrace for student special services and weighted grade averages.


Cost: The previously approved amount for implementing the Infinite Campus Student Information System was \$110,000. The additional amount requested for custom scripting is \$15,000, to be paid from the Educational Technology purchased services account.

Recommended Action: That the Board of Education approve an increase of \$15,000 for custom scripting for the Infinite Campus implementation from Computer Information Concepts Inc., Greeley, Colorado.

Approved for Submission to the Board of Education

  
\_\_\_\_\_  
Dr. Rachel Savage  
Superintendent of Schools

**TO:** Members of the Board of Education

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

**DATE:** February 19, 2026

**SUBJECT:** Engage Services - Professional Services for the Moline High School  
Baseball and Softball Field Upgrades

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

**Action Necessary:** Board of Education approval is requested.

**Facts:** At the February 5, 2026 Board of Education meeting, Legat Architects was approved for professional services for the Architectural Design of the Moline High School Baseball and Softball Field upgrades that are planned to be ready for the 2027 Spring season. This will consist of (2) new baseball fields, (2) softball fields, a concession stand with restrooms, a freshman football practice area, and new parking lot.

It was noted in the previous request for professional services that a Civil Engineer would also be required for this project. Legat provided (2) proposals and the District requested a third proposal for Civil Engineering to perform professional services. After comparing the proposals, a firm was selected.

Therefore, it is the recommendation of the administration that the Board of Education approve RTM Engineering for Civil Engineering professional services for Moline High School Baseball and Softball Field upgrades.

**Cost:** The estimated cost of RTM Engineering services is \$124,000 which will be supported from Capital Funds (Fund 6).

**Recommended Motion:** That the Board of Education engage the services of RTM Engineering, Bettendorf, Iowa, for Civil Engineering professional services for the Moline High School Baseball and Softball Field upgrades for an estimated cost of \$124,000.

Approved for Submission to the Board of Education



---


Dr. Rachel Savage  
Superintendent of Schools

**6. Approval of Amplify Literacy Curriculum K-8 ELA Adoption**

24

*Recommended Motion:* that the Board of Education adopt and approve the purchase of Amplify CKLA (K-5) and Amplify ELA (6-8) for a six-year term, at a total cost of \$1,151,753.15. **See Attachment No. 6.**

TO: Members of the Board of Education

FROM: Dr. Brian Prybil, Deputy Superintendent   
Bob Beem, Director of Secondary Education  
Steven Etheridge, Director of Elementary Education

DATE: February 19, 2026

SUBJECT: Amplify Literacy Curriculum: K-8 ELA Adoption

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

Action Necessary: Board approval is requested to purchase and adopt Amplify CKLA (K-5) and Amplify ELA (6-8) as the District's K-8 English Language Arts curriculum.


Facts: During the spring of 2025, the District began a comprehensive review process to evaluate K-8 literacy curriculum resources. A representative committee of elementary and secondary teachers, building principals, instructional coaches, and District administration was formed to guide the process. The committee's charge was to identify a vertically aligned K-8 literacy program grounded in the Science of Reading, rich in knowledge-building texts, and designed to support rigorous grade-level instruction while providing differentiation for all learners. Following initial reviews and vendor presentations in the spring of 2025, Amplify was selected for a pilot implementation. The pilot was conducted during the first semester of the 2025-2026 school year, beginning in August 2025 and continuing through the winter of 2026. Pilot teachers met regularly with District administration to provide feedback on instructional design, student engagement, alignment to standards, and usability of materials. Throughout the pilot, classroom observations, teacher reflections, and student performance indicators were analyzed. The feedback process remained transparent and collaborative, with full committee input guiding the final recommendation. Based on the data gathered and the collective recommendation of the review committee, the District administration recommends the adoption of Amplify CKLA for grades K-5 and Amplify ELA for grades 6-8, beginning with the 2026-2027 school year.

The proposed purchase includes classroom materials, student consumables, digital licenses, and professional development necessary for successful implementation. Licenses extend through June 30, 2032, providing a six-year adoption cycle

Cost: The total six-year cost for materials, licenses, professional development, and shipping is \$1,071,202.38. An additional early adoption component totals \$80,550.77. The District will utilize district funds to support this six-year adoption.

Recommended Action: That the Board of Education adopt and approve the purchase of Amplify CKLA (K-5) and Amplify ELA (6-8) for a six-year term, at a total cost of \$1,151,753.15.


Approved for Submission to the Board of Education

  
\_\_\_\_\_  
Dr. Rachel Savage  
Superintendent of Schools

**7. Approval of New Project Manager for Facilities and Construction Position and Job Description**

26

*Recommended Motion:* that the Board of Education approve the new position of Project Manager for Facilities and Construction and job description. **See Attachment No. 7.**

TO: Members of the Board of Education  
FROM: Vince Gallo, Chief Financial Officer   
DATE: February 19, 2026  
SUBJECT: Approval - New Project Manager for Facilities and Construction Position and Job Description

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

Action Necessary: Board of Education approval is requested.

Facts: This role is essential to support the several projects the District will be completing over the next two years. The Project Manager for Facilities and Construction will be responsible for overseeing and managing these projects, ensuring they are executed efficiently and on schedule. This individual will report directly to the Director of Facilities, providing regular updates and coordination to maintain alignment with District goals.

Please note that this is a temporary, two-year position specifically dedicated to the Bond projects. The salary for this role will be funded entirely through the bond proceeds, ensuring no additional burden on the District's general operating budget.

This position will play a critical role in the successful completion of our upcoming initiatives, and will contribute significantly to the long-term improvement of our facilities.

Cost: Salary shall be based on experience.

Recommended Motion: That the Board of Education approve the new position of Project Manager for Facilities and Construction and job description.

Approved for Submission to the Board of Education



---

Dr. Rachel Savage  
Superintendent of Schools

## **General School Administration**

### **Job Description – Project Manager for Facilities and Construction**

Reports to: Director of Facilities

#### **Qualifications:**

The Project Manager for Facilities and Construction shall possess a college degree from a two- or four-year program related to construction management or a closely related field. The preferred candidate will have experience in construction or maintenance specification writing and preparation, including public school facilities and building construction. This individual must hold a valid driver's license with a clean driving record and shall possess the personal characteristics necessary to work collaboratively with District staff, contractors, architects, and consultants.

#### **Duties and Responsibilities:**

The Project Manager for Facilities and Construction is a 12-month position.

The Project Manager shall be responsible to the Director of Facilities. This individual shall provide technical and construction project management support services in connection with school site improvements, facility modifications, and new construction projects. All qualifications are considered essential to fulfill the requirements of the position.

Specific duties and responsibilities are as follows:

- Review plans, estimates, and schedule work assignments related to school site improvements, facility modifications, and new construction projects.
- Assist in the development of project specifications for bid purposes and review bid documents to ensure accuracy and alignment with approved plans.
- Confer with prospective contractors; solicit formal and informal bids; and review proposals.
- Review payment requests and coordinate submission of payment applications to ensure timely compensation for completed work in accordance with established policies and procedures.
- Monitor project development to ensure adherence to established timelines and schedules.
- Coordinate site visits, pre-bid meetings, and pre-construction conferences; attend job meetings as required.
- Assist with pre-qualification processes, post-bid requirements, and monitoring of construction contract compliance.
- Prepare reports, maintain project records, and ensure compliance with applicable standards, codes, and ordinances.
- Coordinate and maintain effective communication and cooperative working relationships with site administrators and other District personnel.
- Conduct periodic field visits and provide progress reports to the Director of Facilities and Construction.
- Attend and participate in meetings as required; meet accepted standards of professional ethics; and perform other duties as assigned for which the employee is qualified.

## Demonstrated Knowledge and Abilities

### Knowledge of:

- Applicable local, state, and federal laws, codes, ordinances, regulations, policies, and procedures pertaining to the construction and repair of school facilities.
- Construction industry practices and procedures, including cost estimating, project scheduling, and project management.
- Methods, materials, and equipment used in the construction, repair, and remodeling of facilities.
- Principles and techniques of project budget development and control.
- Contract management principles, including bid preparation and evaluation, contract negotiation, and contract administration.
- Oral and written communication skills and effective interpersonal skills using tact, patience, and courtesy.
- Operation of computers and assigned software.

### Ability to:

- Read and interpret construction documents, blueprints, plans, and specifications.
- Understand, interpret, and apply building codes, laws, rules, and regulations governing school facility construction and repair.
- Use appropriate safety precautions and procedures.
- Maintain effective working relationships with architects, consultants, contractors, school officials, and others contacted in the course of work.
- Produce clear oral and written reports.
- Develop and utilize databases and spreadsheets and operate work order and project management systems.
- Meet schedules and timelines.

### Experience:

Any combination equivalent to graduation from a two- or four-year college program relating to construction management or a related specialty area and two years of experience in construction or maintenance specification writing and preparation, preferably including public school facilities and building construction.

### Working Conditions:

- Office environment
- Indoor and outdoor environments
- Driving a vehicle to conduct work
- Regular exposure to fumes, dust, and odors
- Seasonal heat, cold, and adverse weather conditions

### Hazards:

- Cleaning chemicals
- Working around machinery with moving parts
- Potential exposure to body fluids

***All qualifications are considered essential to fulfill the requirements for the Project Manager for Facilities and Construction.***

*The statements in this job description are intended to describe the general nature and level of the work to be performed by (an) individual(s) assigned to this position. They are not an exhaustive list of all duties and responsibilities related to the position. This job description will be reviewed periodically as duties and responsibilities change with business necessity and School Board Policy and procedures. Essential and marginal job functions are subject to modification.*

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date


Adopted: February 2026

Revised:

**8. Approval of Second Reading of Updated Board of Education Policies - Section 3**

31

*Recommended Motion:* that the Board of Education accepts for second reading the updated Board of Education policies, as presented. **See Attachment No. 8.**

TO: Members of the Board of Education  
FROM: Dr. Brian Prybil, Deputy Superintendent   
DATE: February 19, 2026  
SUBJECT: Second Reading - Board Policy Changes and Updates - Section 3

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

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

Facts: All policies listed below have undergone a comprehensive review by the Superintendent’s Cabinet to ensure operational alignment and legal compliance. The specific recommendations for board action are detailed in the following table. For a granular analysis of the statutory or regulatory drivers behind these revisions, please refer to the PRESS Update memo provided in your board packet. As always, should you wish to pull any policy from the agenda for individual deliberation, please notify the Superintendent’s office prior to the meeting.


The following table:

Policy	Title	Designation	Recommendation
3:10	Goals And Objectives	Unchanged Policy, Footnote Change	Approve as presented
3:50	Administrative Personnel Other Than the Superintendent	Unchanged Policy, Footnote Change	Approve as presented
3:60	Administrative Responsibility of the Building Principal	Unchanged Policy, Footnote Change	Approve as presented

Cost: None.

Recommended Action: That the Board of Education accepts the second reading of the updated Board of Education policies as presented.

Approved for Submission to the Board of Education

  
\_\_\_\_\_  
Dr. Rachel Savage  
Superintendent of Schools

## General School Administration

### Goals and Objectives <sup>1</sup>

The Superintendent directs the administration in the management of the School District and to facilitate the implementation of a quality educational program in alignment with School Board policy 1:30, *School District Philosophy*. Specific goals and objectives are to:

1. Provide educational expertise.
2. Plan, organize, implement, and evaluate educational programs that will provide for students' mastery of the Illinois Learning Standards. <sup>2</sup>
3. Meet or exceed student performance and academic improvement goals established by the Board. <sup>3</sup>
4. Develop and maintain channels for communication between the school and community.
5. Develop an administrative procedures manual and handbooks for personnel and students that are in alignment with Board policy. <sup>4</sup>
6. Manage the District's fiscal and business activities to ensure financial health, cost-effectiveness, and protection of the District's assets.
7. Provide for the proper use, reasonable care, and appropriate maintenance of the District's real and personal property, including buildings, equipment, and supplies.

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

<sup>1</sup> This policy provides an opportunity for a board to give the superintendent a big picture of its vision for the district by identifying some high-level goals. While sample policy 1:30, *School District Philosophy*, contains the district's mission statement, i.e., why the district exists, this policy contains progress expectations and desired results, i.e., goals. This policy is designed to contain goals for which the administration will be responsible, including goals concerning finances, instruction, property, connecting with the community, etc. The list of goals should be replaced with the board's goals and objectives for school administration, if any.

This policy is in alignment with State law. The superintendent and principal's general duties are listed in 105 ILCS 5/10-21.4 and 5/10-21.4a, respectively. See also 105 ILCS 5/10-16.7.

<sup>2</sup> See the State Goals for Learning and Learning Standards, 23 Ill.Admin.Code §1, Appendix D.

<sup>3</sup> School administrators may be employed under a multi-year contract only if it is performance-based and contains goals and indicators of student performance and academic improvement. 105 ILCS 5/10-23.8 and 5/20-23.8a. Principal evaluations may use data and indicators on student growth as a significant factor. 105 ILCS 5/24A-15(c), amended by P.A. 104-20. Thus, a policy statement that administrative staff shall "meet or exceed student performance and academic improvement goals" is consistent with legal requirements.

<sup>4</sup> Staff and student handbooks provide a means to distribute important information and are referenced in many sample policies and procedures. Members of the Ill. Principals Assoc. may subscribe to its Model Student Handbook Service. While this service is not a handbook *per se*, it provides principals with quick, user-friendly access to model student handbook provisions that are attorney drafted and fully aligned with IASB's policy services. For more information, see: [www.ilprincipals.org/msh](http://www.ilprincipals.org/msh).

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-21.4, and 5/10-21.4a.

CROSS REF.: 1:30 (School District Philosophy), 2:20 (Powers and Duties of the School Board; Indemnification), 2:130 (Board-Superintendent Relationship), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 6:10 (Educational Philosophy and Objectives)

DRAFT

## General School Administration

### Administrative Personnel Other Than the Superintendent<sup>1</sup>

#### Duties and Authority

The School Board establishes District administrative and supervisory positions in accordance with the District's needs and State law. This policy applies to all administrators other than the Superintendent, including without limitation, Building Principals. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Superintendent's recommendation, and contained in the respective position's job description.<sup>2</sup> In the event of a conflict, State law and/or the administrator's employment agreement shall control.

#### Qualifications

All administrative personnel shall be appropriately licensed and shall meet all applicable requirements contained in State law and Illinois State Board of Education rules.<sup>3</sup>

---

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

<sup>1</sup> State or federal law controls this policy's content. 105 ILCS 5/10-23.8a requires each principal, assistant principal, and other school administrator to be employed under either: (1) a one-year contract, in which case he or she gains and retains tenure rights, or (2) a multi-year performance-based contract, in which case he or she waives all tenure rights but does not lose any previously acquired tenure credit with the district. A multi-year performance-based contract must contain specific student performance and academic improvement goals and indicators.

<sup>2</sup> Job descriptions are advisable, but optional. See sample policy 5:30, *Hiring Process and Criteria*, for a discussion of job descriptions. An Ill. State Board of Education (ISBE) rule (23 Ill.Admin.Code §1.310) allows *divided service*, meaning that a superintendent or principal may be employed by two school districts or serve in two professional capacities provided that full-time equivalency results in a maximum of one full-time position. In districts with an enrollment of 100 or fewer, an individual may serve as superintendent/principal and teach up to one-half day.

<sup>3</sup> 105 ILCS 5/21B-20 and 5/21B-25 govern Professional Educator Licenses and administrative, principal, and chief school business official endorsements. The requirements for supervisory or administrative staff are in 23 Ill.Admin.Code §1.705; the requirements for endorsements are in 23 Ill.Admin.Code Part 25, Subpart E. Standards for Administrative Endorsements are in 23 Ill.Admin.Code Part 29.

The following option may be added at the end of this paragraph:

Administrative personnel must reside in the District within a specified period as provided in their initial employment agreement.

State law (105 ILCS 5/24-4.1) prohibiting residency requirements for teachers does not apply to non-instructional personnel, e.g., assistant principals. *Owen v. Kankakee Sch. Dist.*, 261 Ill.App.3d 298 (3rd. Dist. 1994). A board may impose residency requirements on a principal or assistant principal only if the individual's initial contract with the district made residency an express condition of employment or continued employment as a principal. 105 ILCS 5/10-21.4a. Residency within a district may not be considered in determining a principal's compensation, assignment, or transfer. *Id.*

## Evaluation

The Superintendent or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board. <sup>4</sup>

Administrators shall annually present evidence to the Superintendent of professional growth through attendance at educational conferences, additional schooling, in-service training, and Illinois Administrators' Academy courses, or through other means as approved by the Superintendent. <sup>5</sup>

## Administrative Work Year

The work year for administrators shall be the same as the District's fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. In addition to legal holidays, administrators shall have vacation periods as approved by the Superintendent. All administrators shall be available for work when their services are necessary. <sup>6</sup>

## Compensation and Benefits

The Board and each administrator shall enter into an employment agreement that complies with Board policy and State law.<sup>7</sup> The terms of an individual employment contract, when in conflict with this policy, will control.

---

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

<sup>4</sup> All licensed school district employees must be evaluated. 105 ILCS 5/24A-1, 23 Ill.Admin.Code §1.320. Each district must implement a performance evaluation plan for its principals and assistant principals. 105 ILCS 5/24A-15, amended by P.A. 104-202-729; 23 Ill.Admin.Code §50.300. The statutory deadline for evaluating principals and assistant principals depends on whether the individual's employment contract is for one year or multiple years: (1) the evaluation of individuals on a single year contract must take place annually by March 1, and (2) the evaluation of individuals on a multi-year contract must take place by March 1 of the contract's final year. 105 ILCS 5/24A-15, amended by P.A. 102-729. Individual contracts may require an earlier deadline. For the 2021-2022 school year only, when the Governor's disaster declaration due to a public health emergency was in effect, districts had the option to waive the evaluation requirement of principals and assistant principals who received either *excellent* or *proficient* ratings during the last school year in which they were evaluated. Id. 105 ILCS 5/24A-3 requires that an individual who conducts an evaluation of a teacher, principal, or assistant principal, (1) be prequalified before undertaking any evaluation, and (2) participate in a regularly scheduled retraining program.

<sup>5</sup> The professional growth reporting requirements in this paragraph are optional. However, professional development activities are required for license renewal. 105 ILCS 5/21B-45, contains the license renewal process, along with the professional development hours and carry over of these hours.

A school board must require the administrators who evaluate employees to complete training on the evaluation of licensed personnel that is provided or approved by ISBE. 105 ILCS 5/24A-3 and 5/24A-20(a)(4). Any prequalification process or retraining program developed and used by a school district must, at a minimum, meet the requirements of 23 Ill.Admin.Code Part 50, Subpart E. Administrative personnel must participate in this training (1) before they evaluate, and (2) at least once during each certificate renewal cycle. 105 ILCS 5/24A-3.

<sup>6</sup> Legal holidays are provided by 105 ILCS 5/24-2, amended by P.A.s 102-15 (2022 Election Day), 102-14 and 102-334 (both establishing *fourteenth National Freedom Day*), and 103-467 (2024 Election Day).

<sup>7</sup> According to 105 ILCS 5/10-23.8a, a principal, assistant principal, and any other school administrator must be employed under either: (1) a one-year contract, in which case he or she gains and retains tenure rights, or (2) a multi-year performance-based contract, in which case he or she waives all tenure rights but does not lose any previously acquired tenure credit with the district. A multi-year performance-based contract must contain specific student performance and academic improvement goals and indicators.

The employment contract should be *in writing* even though the School Code does not require it to be written. Contact the board attorney for assistance. An administrator who is not working under a written contract is presumed to have a contract of one year's duration. *Schaumburg Cmty. Consol. Sch. Dist. v. TRS*, 984 N.E.2d 66 (Ill. App. Ct. 4th Dist. 2013)(interpreting 105 ILCS 5/10-23.8a). The Ill. Statute of Frauds may make it impossible to execute an *oral* multi-year administrator contract or to *orally* extend a multi-year written contract. 740 ILCS 80/1.

The Board will consider the Superintendent's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Board no later than the March Board meeting or at such earlier time that will allow the Board to consider contract renewal and nonrenewal issues.<sup>8</sup>

Unless stated otherwise in individual employment contracts, all benefits and leaves of absence available to teaching personnel are available to administrative personnel.<sup>9</sup>

LEGAL REF: 105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A.  
23 Ill.Admin.Code §§1.310, 1.705, and 50.300; and Parts 25 and 29.

CROSS REF: 3:60 (Administrative Responsibility of the Building Principal), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions)

DRAFT

---

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

The Open Meetings Act requires all Ill. Municipal Retirement Fund (IMRF) employers, which includes school boards, to: (1) within six business days after approving a budget, web-post each employee's total compensation package if it exceeds \$75,000 per year; and (2) at least six days before approval, web-post an employee's total compensation package if it is \$150,000 or more. 5 ILCS 120/7.3. Conflicting opinions concern whether school districts must comply with these posting requirements for their employees who do not participate in IMRF. Contact the board attorney for advice.

Annually by Oct. 1, each school board must report to ISBE the base salary and benefits of the superintendent, administrators, and teachers it employs. 105 ILCS 5/10-20.47. Before this annual reporting to ISBE, the information must be presented at a regular school board meeting and then posted on the district's website, if any.

<sup>8</sup> State law does not address when the board should consider salary issues. The March deadline was chosen because the statutory notice deadline for reclassification is April 1 of the year in which a principal or assistant principal's contract expires unless the contract provides for an earlier deadline. 105 ILCS 5/10-23.8b. Alternatively, the policy could require that recommendations be presented "in a timely manner."

<sup>9</sup> State law does not require that administrative and teaching personnel receive identical benefits and leaves of absence, but it does set the minimum in days and type for all licensed personnel.

## General School Administration

### Administrative Responsibility of the Building Principal<sup>1</sup>

#### Duties and Authority

The School Board, upon the recommendation of the Superintendent, employs Building Principals as the chief administrators and instructional leaders of their assigned schools, and may employ Assistant Principals. The primary responsibility of a Building Principal is the improvement of instruction.<sup>2</sup> Each Building Principal shall perform all duties as described in State law as well as such other duties as specified in his or her employment agreement or as the Superintendent may assign, that are consistent with the Building Principal's education and training.<sup>3</sup> Each Building Principal and Assistant Principal shall complete State law requirements to be a prequalified evaluator before conducting an evaluation of a teacher or assistant principal.<sup>4</sup>

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

<sup>1</sup> State or federal law controls this policy's content.

<sup>2</sup> Required by 105 ILCS 5/10-21.4a.

<sup>3</sup> An alternative follows: "...or as agreed upon by the Building Principal and Superintendent."

The principal's duties are generally described in 105 ILCS 5/10-21.4a and 5/24A-15(c-5). However, many other statutes impose additional duties, e.g., 105 ILCS 127/2 (requires principals to report to the police certain violations of the Cannabis Control Act, Controlled Substance Act, and Methamphetamine Control and Community Protection Act occurring at specified locations); 105 ILCS 5/10-27.1A(b), amended by P.A. 104-174 (requires the principal or designee to immediately notify local law enforcement upon receiving a report of a threat of gun violence on school grounds or a person in possession of a firearm on school grounds, and, if that person is a student or the threat is made by a student, to notify a student's parent/guardian); and 730 ILCS 152/ and 154/ (require notification to parents/guardians that information about sex offenders and violent offenders against youth is available). The county clerk may appoint high school principals or their designees as deputy registrars to accept voter registrations of any qualified resident of the State. 10 ILCS 5/4-6.2(a). The Firearm Concealed Carry Act requires a principal to notify the Ill. State Police whenever he or she determines that a student (or any person) poses a "clear and present danger to himself, herself or to others." 430 ILCS 66/105; 405 ILCS 5/6-103.3. Lawyers disagree whether this requirement violates the federal Family Educational Rights and Privacy Act. Contact the board attorney for advice.

<sup>4</sup> This restates 105 ILCS 5/24A-3 and 23 Ill.Admin.Code Part 50, Subpart E. Individuals who evaluate teachers, principals, or assistant principals must: (1) be prequalified, and (2) participate in a regularly scheduled retraining program. The prequalification and retraining programs must be either developed or approved by the Ill. State Board of Education (ISBE).

105 ILCS 5/24A-5 permits a first-year principal to evaluate a teacher; however, a new two-year evaluation plan must be established for any tenured teacher who is evaluated by a first-year principal. 105 ILCS 5/24A-5.

Anyone who has not previously been a principal in Ill. must participate in ISBE's *new principal mentoring program*; however, implementation of a principal mentoring program in any given year is dependent upon an appropriation. If appropriations are not likely sufficient to serve all anticipated first-year principals in any given year, the program is voluntary. Mentoring services are extended to second-year principals only if appropriations are sufficient to serve all first-year principals. If mentoring services are extended to second-year principals but appropriations are not sufficient to serve all second-year principals who wish to participate in the new principal mentoring program, then priority access to mentoring services is provided to second year principals who are in the highest need schools as determined by the State Superintendent of Education. 105 ILCS 5/2-3.53a, amended by P.A. 102-521 (adding, subject to annual appropriation, a competitive grant program to support the new principal mentoring program for districts to participate in); 23 Ill.Admin.Code Part 35. Annually by June 1, each superintendent must report to the State Superintendent or designee the expected number of first-year and second-year principals along with information specified in 23 Ill.Admin.Code §35.20.

### Evaluation Plan

The Superintendent or designee shall implement an evaluation plan for Principals and Assistant Principals that complies with Section 24A-15 of the School Code and relevant Illinois State Board of Education rules.<sup>5</sup> Using that plan, the Superintendent or designee shall evaluate each Building Principal and Assistant Principal.<sup>6</sup> The Superintendent or designee may conduct additional evaluations.

### Qualifications and Other Terms and Conditions of Employment

Qualifications and other terms and conditions of employment are found in Board policy 3:50, *Administrative Personnel Other Than the Superintendent*.

LEGAL REF.: 105 ILCS 5/2-3.53a, 5/10-20.14, 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, and 5/24A-15.  
10 ILCS 5/4-6.2, Election Code.  
105 ILCS 127/, School Reporting of Drug Violations Act.  
23 Ill.Admin.Code Parts 35 and 50, Subpart D.

CROSS REF.: 3:50 (Administrative Personnel Other Than the Superintendent), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions)

---

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

<sup>5</sup> Each district must implement a performance evaluation plan for its principals and assistant principals. 105 ILCS 5/24A-15, amended by P.A. 102-729; 23 Ill.Admin.Code §50.300. A board may substitute this alternative for the first sentence: "The Superintendent or designee shall implement a principal and assistant principal evaluation plan that complies with State law." The statutory deadline for evaluating principals and assistant principals depends on whether the individual's employment contract is for one year or multiple years: (1) the evaluation of individuals on a single-year contract must take place annually by March 1, and (2) the evaluation of individuals on a multi-year contract must take place by March 1 of the contract's final year. 105 ILCS 5/24A-15, amended by P.A. 102-729. Individual contracts may require an earlier deadline. For the 2022-2023 school year only, if the Governor has declared a disaster due to a public health emergency, districts have the option to waive the evaluation requirement if certain conditions were met. See sample policy 3:50, *Administrative Personnel Other than the Superintendent*, at fn 4 for more information. *Id.*

<sup>6</sup> Required by 105 ILCS 5/10-21.4a and 5/24A-15, amended by P.A. 102-729. For a principal who also serves as the district superintendent, the evaluator must be appointed by the board and not be the person whose performance as principal is being evaluated. 23 Ill.Admin.Code §50.300(b). In addition, the evaluator must hold a valid professional educator license endorsed for superintendent issued under Article 21B and have completed the prequalification process and any retraining, as applicable. *Id.* Add this option if appropriate: "...or, in the absence of the Superintendent or his or her designee, an individual appointed by the Board who holds a valid professional educator license endorsed for superintendent."

**9. Approval of Student Teaching and Clinical Experience Affiliation Agreement - Eastern Illinois University**

40

*Recommended Motion:* that the Board of Education approve the student teaching and clinical experience affiliation agreement between Eastern Illinois University and the Moline-Coal Valley Community Unit School District 40. **See Attachment No. 9.**

## **Student Teaching and Clinical Experiences Affiliation Agreement**

### **Eastern Illinois University, 600 Lincoln Avenue, Charleston, IL 61920**

This affiliation agreement made on February 13, 2026 is by and between the Board of Trustees of Eastern Illinois University, hereafter referred to as "University" and the governing body of Moline-Coal Valley Community Unit School District 40, Moline, IL hereafter referred to as "Site".

**It is mutually agreed by and between the parties as follows:**

#### **Part A - Student Teaching:**

- 1) When agreeing to host a student teacher, the Site will provide a cooperating teacher who has completed a minimum of three years teaching, who is properly licensed to teach and is teaching the grade and content area in which the student teacher is seeking licensure, and has received a performance rating of proficient or above in his/her most recent evaluation.
- 2) The Site will ensure that each cooperating teacher will provide assistance with planning, teaching, evaluating, and mentoring each student teacher assigned to them.
- 3) The Site will allow the student teacher to video record students and use student work samples, with properly executed parental/guardian consent, as allowable by law, in order to complete the Teacher Performance Assessment (edTPA).
- 4) The University will provide an assigned coordinator who will visit (electronically) on a regular basis to participate in the supervision of the student teacher, and incorporate the cooperating teacher's ratings and feedback in preparing the final evaluation of the student teacher.
- 5) The University will provide handbooks which describe the roles and responsibilities of cooperating teachers, coordinators, and student teachers.
- 6) The University will respond to all problems, inquiries, and other situations in a prompt manner.
- 7) The University will inform each student teacher that s/he is required to follow the Site's calendar during student teaching and meet district requirements regarding fingerprint-based criminal history checks, TB tests, health physicals, and mandated reporter training.
- 8) Should any situation arise that may threaten a student's successful completion of his/her student teaching, the University and Site will discuss and attempt to reach mutual agreement regarding remediation and options for completing or cancelling the placement. The final decision regarding termination of a student teacher's placement resides with the Site.

#### **Part B – Pre-student Teaching Clinical Experiences**

- 1) Where possible the Site agrees to host teacher education candidates completing early field experiences and practica.
- 2) The Site will ensure that each cooperating teacher is properly licensed and will provide opportunities for the teacher education candidate to participate in classroom and school activities.
- 3) The Site will ensure that each cooperating teacher will assist the candidates in completing logs and/or evaluations as provided.

- 4) The University will ensure that teacher education candidates have met necessary pre-requisites including a fingerprint-based criminal history check before reporting to the building.
- 5) The University will notify Site of any teacher education candidates scheduled to visit their schools.
- 6) The University will advise students of their responsibilities including but not limited to:
  - a. Reporting promptly to the assigned site pursuant to arrangements
  - b. Adherence to University Standards of Conduct and conduct expected of one visiting PK-12 schools.
  - c. Adhering to Site policies, expectations, and conduct standards.

### Part C – General Provisions

- 1) The University and Site agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. University and Site shall not engage in unlawful discrimination or harassment against any person because of race, color, ancestry, nationality, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or gender identity. The Site agrees to cooperate with any University investigation and/or complete its own review and provide the University with a written outcome of its appropriate review and handling of any complaints of discrimination or harassment made by participating students arising out of this agreement.
- 2) The University and Site acknowledge that certain information about University's students is contained in records maintained by University and/or Site and that this information is confidential by reason of University policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974, 20 USC 1212(g). Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- 3) This agreement shall be governed and construed under the laws of Illinois.
- 4) This agreement may be amended or revised from time to time by mutual agreement of the parties hereto. Such amendments and/or revisions shall be in the form of an amendment to this agreement. The procedure for approval of such amendments shall be in accordance with the procedure used in approving the original agreement.
- 5) Upon termination of this contract any student currently participating in his/her student teaching or clinical experience at the Site will be allowed to complete his/her experience.
- 6) The agreement is effective from the date of execution to May 30, 2030. This agreement may be terminated by either party giving 90 days prior written notice to the other or may be terminated at any time by written mutual agreement of the parties.
- 7) All notices required herein shall be in writing and sent via registered or certified mail return receipt requested or by overnight courier service to the persons listed below and are effective upon receipt
  - a. Notices to Site shall be sent to: (include name and full mailing address and email address)

Mailing: \_\_\_\_\_

Email: \_\_\_\_\_

- b. Notices to University shall be sent to: Dean of the College of Education, Eastern Illinois University, 600 Lincoln Avenue, Charleston, IL 61920.

**In witness thereof, the parties hereto have executed this agreement.**

Site Name

University

\_\_\_\_\_

Board of Trustees of Eastern Illinois University

BY:

BY:

\_\_\_\_\_

Dr. Laretta Henderson

Name and Title (Print)

Dean, College of Education

Signature

Signature

\_\_\_\_\_

Date

Dr. Ryan Hendrickson

Vice President, Academic Affairs

Signature

Date

Mr. Matthew Bierman

Vice President, Business Affairs

Signature

Date

**10. Approval of Agency Affiliation Agreement - The University of West Florida**

44

*Recommended Motion:* that the Board of Education approve the agency affiliation agreement between The University of West Florida and the Moline-Coal Valley Community Unit School District 40. **See Attachment No. 10.**

**UNIVERSITY OF WEST FLORIDA  
AGENCY AFFILIATION AGREEMENT**

This Agency Affiliation Agreement ("Agreement") is made and entered into by and between the University and Agency effective the last date signed below (the "Commencement Date"). The parties agree as follows:

**I. Parties:**

"University" or "UWF"	"Agency"
The University of West Florida Board of Trustees 11000 University Parkway Pensacola, Florida 32514	Moline-Coal Valley Community Unit School District 40 1900 52 <sup>nd</sup> Avenue Moline, IL 61265  _____  _____  _____  Location of internship: _____

**II. Addenda:**

(Check if applicable) The following Addendum(s) is(are) made part of this Agreement:

- Clinical – Medical Addendum for Agency Affiliation Agreement
- Clinical – Teaching Addendum for Agency Affiliation Agreement
- Other: \_\_\_\_\_

**III. Term**

The term of this Agreement shall start on the Commencement Date and shall continue for a period of five (5) years from the Commencement Date unless either Party provides written notice of its intent to terminate this Agreement as provided below.

**IV. Coordinators:**

University:  
Contact: Holly James  
11000 University Parkway  
Building: 85 Room: 167  
Pensacola, Florida 32514  
Telephone No.: 850-466-8971  
  
Email: \_\_\_\_\_

Agency:  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_

(check box if applicable) See attached page for additional coordinator information.

A Party may change their Coordinator at any time by providing written notice to the other Party of the new Coordinator's name and contact information.

The Coordinators' duties are as follows:

- A. University Coordinator. University shall designate a person(s) to coordinate and act as a liaison with Agency personnel. University shall provide to Agency the current curriculum, course objectives, and any syllabus of University's applicable educational Program, as well as all forms regarding practicum experience and instructions for completion of these forms. The University shall provide one or more faculty who will be responsible for instruction of the Students while participating in the Program and for evaluation of each such Student. The University faculty has the responsibility of selecting, planning, and evaluating the work of the Students and for providing the Agency with necessary forms and information relating to the Program.
  
- B. Agency Coordinator. The Agency shall designate a coordinator or preceptor from its staff to act as the liaison with the University in this Agreement. The Agency coordinator has the responsibility of selecting, planning, and evaluating the work of the Students in accordance and consistent with the policies and programs of the University.

**V. Background checks:**

*Check applicable one:*

- The Agency shall be responsible for completing any background checks of each Student that is required by law or by the Agency's policies.
  
- The Agency must coordinate any required background check directly with the Student.
  
- The University shall be responsible for completing any background checks of each Student. It is understood and agreed to by the Parties that the University may utilize, at its discretion, a third-party vendor to complete the background checks; further, the Parties agree that the University will share only whether the Student has a clear background report as determined by the third-party vendor. Regardless of whether the University conducts the background check or it utilizes a third-party vendor, Agency will rely on its own policies and procedures to determine if the information provided meets Agency's requirements for participation. A Student may choose to provide more detailed information directly to the Agency at Agency's request if additional information is needed to determine eligibility to participate.
  
- Not applicable

**VI. Purpose of Agreement**

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience (the "Program") for participating students from the University within a professional setting in accordance with the guidelines set forth in this Agreement and any attached addenda. This Agreement confirms the mutually-agreed terms and conditions of supervised learning experiences to be performed at the Agency. Students placed in internships with Agency pursuant to this Agreement are referred to herein as "Students."

**VII. Early Termination**

This Agreement may be terminated by either Party without cause upon written notice of at least ninety (90) days. This Agreement may be terminated for cause due to a default by a Party of a term of this Agreement after at least ten (10) days' written notice to the other Party of the default and the opportunity to cure the default within the ten (10) days. In the event that this Agreement is terminated early pursuant to this paragraph, the Parties should use their best efforts to ensure that the termination will not negatively affect Students currently placed at the Agency.

#### **VIII. Compliance with University and Agency Policies**

- A. Students working for the Agency will be subject to the UWF Student Code of Conduct, which can be found at [uwf.edu/studentconduct](http://uwf.edu/studentconduct). If alleged violations occur, the Agency will notify the University Coordinator. If such alleged violations reasonably seem to pose a continuous threat to others, the alleged violator may be suspended immediately by the Agency from participating in the Agency's activities.
- B. Agency reserves the right to remove any Student from its facilities whose conduct or work is not in accordance with the policies and procedures of the Agency. In such event, the Student's participation in the Program at the Agency shall immediately cease. It is understood and agreed that only the University can dismiss a Student from the University's academic programs. Agency will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the experience. Agency shall provide an orientation session/material for Students and shall assure that all Students are made aware of those actions that may result in dismissal for cause.
- C. The Agency may also require Students participating in the Agency's activities to comply with its own operational policies and procedures.

#### **IX. Mutual Responsibilities**

- A. Educational Program.
  - 1. The Parties agree to provide a comprehensive learning experience within a professional setting for Students enrolled in the University.
  - 2. The Parties agree that Students selected for the Program will be permitted to participate at dates and times mutually agreeable between the Agency and the University. The number of Students and specific dates when Students will be working at the Agency will be established and agreed upon by both Parties in advance of the specific session.
  - 3. The Parties agree to work together to maintain an environment that meets student learning outcomes within the curriculum of the Program. Agency and University shall be mutually responsible for the assignment of Students taking part in the Program based upon the goals and objectives of the Program.
  - 4. The Parties shall ensure that Student participation shall complement, rather than displace, the work of paid employees of the Agency.
- B. Non-Discrimination/Harassment. The Parties agree to continue their respective policies prohibiting discrimination and harassment based on protected classifications. Each Party shall be responsible for their compliance with applicable local, state, and federal laws, rules, and regulations prohibiting discrimination and/or harassment.
- C. FERPA, GDPR, and Public Records Law. The University may disclose information from a Student's education record and personal data, as appropriate, to personnel at the Agency who have a legitimate

need to know in accordance with the Family Educational Rights and Privacy Act of 1974 as amended (20 U.S.C. §1232g; 34 CFR Part 99) and the European Union General Data Protection Regulation. The Agency hereby agrees that its personnel will use such information only in furtherance of the Program for the Student and that the information (1) will not be disclosed to any other Party without notice to the University, and (2) will be disclosed only with the Student's prior written consent. The Agency will immediately notify the University of any unauthorized disclosure of Student information. For the purposes of this Agreement, the University hereby designates Agency as a school official with a legitimate educational interest in the education records of the participating Students to the extent that access to the Student's records is required by Agency to carry out the Program. Records of the University and Agency will be subject to public access to the extent required by Chapter 119, Florida Statutes, and as determined by the University in its sole discretion.

- D. Number of Placements. Agency and University will mutually determine the number of Students to be placed at Agency for a given term. Agency and University may decide to have no active placements for a period of time without affecting the continuation of this Agreement.
- E. Conflicts. Both Parties agree that in the event conflicts or problems arise related to the participation of any Student pursuant to this Agreement, Agency shall immediately contact the University Coordinator. In the event that disagreements are not resolved by the Student involved and the coordinators, such disagreements shall be resolved by the Chairperson of the Department at the University and the chief executive officer of Agency or that person's designee.

#### **X. Responsibilities of the University**

The University shall be responsible for the following:

- A. Approval. The University shall approve the placement site and learning objectives of the internship to ensure they align with the Program objectives.
- B. Student List. University shall provide the Agency with a list of Students participating in the learning experience at least ten (10) days before each Program is to start unless this requirement is waived by the Agency.
- C. Communication with Students. The University shall implement procedures to notify Students of their obligations listed below:
  - 1. Attend orientation sessions regarding learning activities;
  - 2. Comply with the University's Student Code of Conduct;
  - 3. Comply with all applicable policies and procedures of the Agency and University;
  - 4. Comply with all applicable federal, state, and local laws and regulations;
  - 5. Attend all relevant educational activities of the Agency;
  - 6. Adhere to applicable attendance policies of the Agency where Student is assigned and give reasonable notice of each necessary absence to appropriate University and Agency personnel;
  - 7. Obtain and maintain any required insurance and/or immunizations;
  - 8. Provide information for a background check when required by the Agency;
  - 9. Maintain professional standards of confidentiality;
  - 10. Participate in all individual or group meetings associated with each learning activity;
  - 11. Purchase as needed and wear any necessary and appropriate uniform while on duty with the Agency or otherwise adhere to the Agency's dress code; and

12. Arrange for all transportation requirements for participation in the Program.

- D. Academic Calendar. The University shall inform the Agency of the University academic calendar and initiate discussion of the Student's obligations to report to the Agency whenever classes are not in session.
- E. Student Progress. The University agrees to communicate with the Agency Coordinator and each Student to assess each Student's progress as necessary. The University will provide the Agency with any necessary evaluation forms and applicable deadlines.

## XI. Responsibilities of the Agency

The Agency shall be responsible for the following:

- A. Orientation. The Agency shall provide an appropriate orientation to each Student concerning the facilities, rules, policies, procedures, and other related material of the Agency, such as scheduling information. Written policies and operational procedures to which Students are expected to adhere while they are at the Agency shall be provided to each Student and the University Coordinator.
- B. Educational Experience. The Agency shall provide to the University a list of duties or job descriptions for Student placements with notation of any specific prerequisite skills or abilities. The Agency agrees to provide professional facilities and services for Students in accordance with the objectives of the Program and assist in the evaluation of each Student's learning experience. The Agency agrees to participate in planning and evaluation sessions with Students and, where appropriate, with University faculty. The Agency agrees to provide on-site supervision of Students relating to the educational experience. The Agency agrees to provide timely evaluation of Student performance in the manner specified by the University and conduct exit interviews with Students that include discussions of the Agency's evaluation of the Student.
- C. Safety. The Agency shall provide a safe environment in compliance with all federal, state, and local laws and inform University and Students of hazardous conditions and unusual circumstances that may create unsafe conditions.
- D. Performance or Behavioral Issues. The Agency shall notify the University Coordinator of unsatisfactory performance or misconduct of a Student and provide related documentation to the University Coordinator. If a Student fails to comply with Agency's policies and procedures, the Agency may immediately suspend or terminate that Student from further participation in the Program on its premises.
- E. Compensation
  - 1. Compensation Not Required. While not required, monetary compensation may be provided to Students placed in learning activities under this Agreement by either Agency or by the University. Accounting for such compensation and for any applicable taxes and benefits will be the responsibility of the Party providing such compensation to the Student.
  - 2. For Profit Companies. Where the Agency is a private "for profit" entity and it is contemplated that the Student will not be compensated in compliance with the wage and hour provisions of the Fair Labor Standards Act, then Agency agrees that the placement will comply with the Fair Labor Standards Act consistent with the [U.S. D.O.L. Fact Sheet #71: Internship Programs Under the Fair Labor Standards Act](#) (April 2010).

## **XII. Mutual Terms and Conditions**

- A. **Independent Contractors.** The relationship of the Parties hereunder shall be an independent contractor relationship and not an agency, employment, joint venture, or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. All persons employed by a Party in connection with operations under this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party. For the purposes of this Agreement, Students are not considered employees or agents of University.
- B. **Assumption of Risk.** Each Party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that Party and its own officers, employees, and agents while acting within the course and scope of their employment or agency. Nothing contained in this Agreement shall be construed or interpreted as: (1) denying the University or other state entity any remedy or defense available under the laws of the State of Florida; (2) consent of the University to be sued; or (3) a waiver of sovereign immunity of the University beyond the waiver provided in Section 768.28, Florida Statutes.
- C. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the coordinator of the other party to receive such notice at the address given above, or such other address as may hereafter be designated by notice in writing.
- D. **Integration.** This Agreement, together with any applicable Addenda, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations, understandings and representations (if any) made by and between such Parties. The terms and provisions hereof may be amended, supplemented, waived or changed by a writing signed by each of the Parties hereto.
- E. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and any disputes shall be filed in the federal or state court in Escambia County, Florida.
- F. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
- G. **Assignment.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.
- H. **Florida Public Records Law.** The University is a public entity of the State of Florida and subject to its Public Records Law (Chapter 119, Florida Statutes). This Agreement and any related documents, including correspondence, that Agency submits to the University are public records and may be subject to disclosure upon request. The University has no obligation to provide the Agency with notice of a public records request before or after the University responds to the request.
- I. **No Coerced Labor or Services.** If Agency is not a governmental entity under Section 287.138(1), Florida Statutes, Agency agrees that, prior to this Agreement being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing

University with an affidavit signed by an officer or representative of Agency under penalty of perjury attesting that Agency does not use *coercion* for *labor* or *services*, as those terms are defined in that Section 787.06.

- J. Electronic copies. This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- K. Entire Agreement. This Agreement represents the entire agreement between the Parties and may not be modified without the written consent of both Parties.

***Signature Page Follows***

**Not effective until executed by both parties and a copy is delivered to UWF.**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

**THE UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES**

**AGENCY:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

***If revised:***

\_\_\_\_\_  
Dr. Dallas Snider, Vice Provost

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the General Counsel

**UNIVERSITY OF WEST FLORIDA  
CLINICAL – MEDICAL ADDENDUM FOR AGENCY AFFILIATION AGREEMENT**

Agency: \_\_\_\_\_

University of West Florida participating department(s): \_\_\_\_\_

Date of the Agency Affiliation Agreement between UWF and Agency: \_\_\_\_\_

This Addendum ("Addendum") is incorporated into and made a part of the Agency Affiliation Agreement between The University of West Florida Board of Trustees ("University") and the above-named Agency on the date shown. This Addendum provides additional terms to the Agency Affiliation Agreement between the parties, who agree as follows:

**A. Responsibilities of University:** Because the Agency is a clinical setting, the University shall be responsible for the following:

1. **University Insurance.** The University will maintain or cause its Students to maintain medical professional liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year, to provide liability coverage for claims arising from any negligent act or omission of Students participating in activities which are part of and a requirement of the Program. Such coverage shall be in effect for the entire duration of this Agreement
2. **Compliance with Bloodborne Pathogens Standard:** The University shall provide training to Students in universal precautions prior to assigning a Student to participate in a learning experience at Agency. Agency will be responsible for providing appropriate personal protective equipment required to comply with OSHA Standards as such compliance relates to the performance of this Agreement. The University shall provide documentation to the Agency that each participating student has received the hepatitis B vaccine or has declined such vaccine in writing.
3. **Patient Confidentiality.** Each Student will be instructed by the University to obtain the Agency's written approval prior to publication of confidential or proprietary information related to the learning experience or Agency's operations. Confidential or proprietary information is defined as all patient care and patient identifying information, as well as all business information covering unique hospital specific operations, strategic planning, personnel, financial and information management systems information.

**B. Responsibilities of Agency:** Because the Agency is a clinical setting, the Agency shall be responsible for the following:

1. **Patient Care.** The Agency shall retain absolute control over the organization, administration, operation, and financing of its services, and it shall retain ultimate responsibility for all patient care even if that care is provided by a Student.
2. **Agency's Insurance.** Maintain in full force and effect throughout the term of this Agreement such policies of comprehensive general and professional liability insurance as necessary to insure the Agency and its employees and agents against any claim or claims for damages occurring as the result of personal injuries or death occasioned directly or indirectly in connection with the performance of any service of the Agency and its employees and agents in connection with this Agreement.
3. **Emergency Student Care.** Provide to the Student, at the Student's expense, emergency care for injuries or acute illness and post-occupational exposure evaluation and follow-up while on duty in the Agency's facility in accordance with the provision of emergency health care and exposure plans for employees of the Agency.

**UNIVERSITY OF WEST FLORIDA  
CLINICAL – TEACHING ADDENDUM FOR AGENCY AFFILIATION AGREEMENT**

Agency: \_\_\_\_\_

Date of the Agency Affiliation Agreement between UWF and Agency: \_\_\_\_\_

---

This Addendum ("Addendum") is incorporated into and made a part of the Agency Affiliation Agreement between The University of West Florida Board of Trustees ("University") and the above-named Agency on the date shown. This Addendum provides additional terms to the Agency Affiliation Agreement between the parties, who agree as follows:

**A. Responsibilities of University:** Because the Agency is a teaching setting, the University shall be responsible for the following:

1. **School and District Students Confidentiality.** The University shall inform Students that they shall keep confidential and not disclose to any person or entity any of Agency's: (a) student information; (b) student health records or reports; or (c) any student education records as defined in the Family Educational Rights and Privacy Act, 20 USC §1232g *et seq.* ("FERPA"), concerning any student participating in the educational experiences provided by Agency.
2. **University Insurance.** The University will maintain or cause its Students to maintain professional liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year, to provide liability coverage for claims arising from any negligent act or omission of Students participating in activities which are part of and a requirement of the Program. Such coverage shall be in effect for the entire duration of this Agreement.

**B. Responsibilities of Agency:** Because the Agency is a teaching setting, the Agency shall be responsible for the following:

1. **Videotaping.** The University requires their Students to photograph lessons and/or videotape the delivery of a lesson to meet curriculum criteria, and Agency must allow such photography or videotaping. Student must abide by Agency's confidentiality policy and procedures, which Agency shall provide to Student along with any required Agency documentation. Student will be required to follow these policies and procedures, and Student will not use any form of photography, videography, or any other personally identifying recording methods without first obtaining Agency's approval and written consent of the parents or legal guardians of the Agency's students.

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

- A. Superintendent's Report
- B. Student Board of Education Member Report
- C. Board of Education Member Open Discussion

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

(to consider litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11))

and

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

**13. Adjournment**

**NOTICE OF NONDISCRIMINATION PRACTICES**

The Moline-Coal Valley Unit School District No. 40 does not discriminate against employees, students, or the general public in its programs or practices, including vocational education, on the basis of race, color, religion, sex, gender, gender identity, disability, age, marital status, pregnancy status, citizenship status, military status, unfavorable discharge from the military service, national origin or ancestry in accordance with Title IX, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The Moline-Coal Valley School District prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment. Moline-Coal Valley School District’s nondiscrimination policy and grievance procedures can be located on the District website under Board Policy. 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 Assistant Superintendent for Student Services and Special Education 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, 1900 52nd Avenue, Moline, IL 61265.