

# INFORMATION REPORTS

**Treasurer's Report Income Summary**  
**December 01, 2012 - December 31, 2012**

<i>Fund</i>	<i>Beginning Balance</i>	<i>Revenues</i>	<i>Expenses</i>	<i>Change</i>	<i>Ending Balance</i>	<i>% Change</i>
10 EDUCATION FUND	\$5,636,721.18	\$239,713.19	\$1,151,109.02	\$911,395.83-	\$4,725,325.35	-16.2%
20 OM FUND	\$1,711,871.90	\$32,676.87	\$104,782.04	\$72,105.17-	\$1,639,766.73	-4.2%
30 BOND - INTEREST FUND	\$300,320.59	\$27,323.41	\$12,737.76	\$14,585.65	\$314,906.24	4.9%
40 TRANSPORTATION FUND	\$2,087,922.56	\$9,462.93	\$66,518.83	\$57,055.90-	\$2,030,866.66	-2.7%
50 IMRF FUND	\$166,839.51	\$5,225.60	\$40,663.29	\$35,437.69-	\$131,401.82	-21.2%
61 NEW CONSTRUCTION FUND	\$753,278.83	\$48.22	\$0.00	\$48.22	\$753,327.05	0.0%
70 WORKING CASH FUND	\$1,706,327.48	\$1,051.91	\$0.00	\$1,051.91	\$1,707,379.39	0.1%
80 TORT FUND	\$117,300.51	\$632.21	\$5,273.00	\$4,640.79-	\$112,659.72	-4.0%
<b>Totals :</b>	<b>\$12,480,582.56</b>	<b>\$316,134.34</b>	<b>\$1,381,083.94</b>	<b>\$1,064,949.60-</b>	<b>\$11,415,632.96</b>	<b>0.00</b>

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**Mokena School District 159**  
**Treasurer's Detail Investment Report**  
**December 31, 2012**

Fund	Mokena St Bank Checking	Certificates of Deposit	Commercial Paper	Federal Agencies	IIIT Money Market	Illinois Funds Money Market	ISDLAF Money Market	Fund Balances
10 Education & Adequacy Grant	\$ 21,115.59	\$ 3,326,773.06	\$ -	\$ -	\$ 7,425.00	\$ 45,943.73	\$1,324,067.97	\$ 4,725,325.35
20 Operations & Maintenance	\$ 18,557.14	\$ 1,007,287.74	\$ -	\$ -	\$ 1,255.06	\$ 41,912.38	\$ 570,754.41	\$ 1,639,766.73
30 Bond & Interest	\$ 41.34	\$ 220,259.68	\$ -	\$ -	\$ 4,328.04	\$ 6,448.77	\$ 83,828.41	\$ 314,906.24
40 Transportation	\$ 145,340.01	\$ 1,086,433.34	\$ -	\$ -	\$ 3,079.20	\$ 12,586.16	\$ 783,427.95	\$ 2,030,866.66
50 IMRF	\$ 8,453.40	\$ 95,121.32	\$ -	\$ -	\$ 690.74	\$ 174.38	\$ 26,961.98	\$ 131,401.82
61 New Construction	\$ 25,302.61	\$ -	\$ -	\$ -	\$ -	\$ 2,304.60	\$ 725,719.84	\$ 753,327.05
70 Working Cash	\$ 3,055.17	\$ 900,810.31	\$ -	\$ -	\$ 1,097.54	\$ 4,041.38	\$ 798,374.99	\$ 1,707,379.39
80 Tort Fund	\$ 103.78	\$ 33,020.91	\$ -	\$ -	\$ 72.32	\$ -	\$ 79,462.71	\$ 112,659.72
<b>TOTALS</b>	<b>\$ 221,969.04</b>	<b>\$ 6,669,706.36</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,947.90</b>	<b>\$ 113,411.40</b>	<b>\$4,392,598.26</b>	<b>\$ 11,415,632.96</b>
Percentages	1.944%	58.426%	0.000%	0.000%	0.157%	0.993%	38.479%	100.000%

## Certificate of Deposit Investments - Dec 2012

Financial Facility	Date Invested	Gross Rate	Net Rate	Opening Balance	Maturity Date
Associated Bank, NA - WI	07/30/12	0.330%	0.101%	\$ 249,800.00	2/20/2013
Banco Popular De Puerto Rico - IL	07/30/12	0.350%	0.100%	\$ 249,800.00	2/20/2013
Bank Leumi-NY	05/30/12	0.700%	0.349%	\$ 249,100.00	5/30/2013
Bank of China-NY	05/30/12	0.700%	0.359%	\$ 249,100.00	5/30/2013
Bank of India	08/30/12	0.300%	0.252%	\$ 249,059.00	2/27/2013
Bank of The West-CA	05/30/12	0.700%	0.460%	\$ 248,800.00	5/30/2013
Capital Pacific Bank	09/20/12	0.350%	0.100%	\$ 190,145.00	3/20/2013
Customers Bank	08/31/12	0.400%	0.200%	\$ 249,247.76	3/1/2013
East West Bank	05/30/12	0.643%	0.392%	\$ 249,000.00	5/30/2013
Enterprise Bank & Trust-MO	07/30/12	0.350%	0.100%	\$ 249,800.00	2/20/2013
<b>First National Bank of McGregor-TX</b>	12/03/12	0.350%	0.200%	\$ 248,000.00	6/3/2013
First Niagara Bank	09/28/12	0.300%	0.151%	\$ 249,183.81	3/28/2013
Firstbank of Puerto Rico	06/01/12	0.500%	0.350%	\$ 249,375.38	6/3/2013
GE Capital Retail Bank	06/01/12	0.450%	0.402%	\$ 248,118.60	5/31/2013
Goldman Sachs Bank	06/06/12	0.400%	0.351%	\$ 248,120.59	6/6/2013
<b>Israel Discount Bank of New York-NY</b>	12/03/12	0.350%	0.200%	\$ 248,000.00	6/6/2013
<b>Liberty Bank-MO</b>	06/06/12	0.350%	0.200%	\$ 248,000.00	3/4/2013
Mizuho Corporate Bank	06/06/12	0.400%	0.301%	\$ 158,156.22	6/6/2013
Old Plank Trail Comm Bank-IL	05/30/12	0.550%	0.301%	\$ 100,000.00	5/30/2013
<b>Onewest Bank-CA</b>	11/07/12	0.450%	0.300%	\$ 248,000.00	5/6/2013
Pacific Trust Bank	09/20/12	0.350%	0.099%	\$ 249,800.00	3/20/2013
PlainsCapital Bank	09/20/12	0.300%	0.100%	\$ 249,800.00	3/20/2013
Private Bank-MI	06/28/12	0.500%	0.257%	\$ 249,500.00	4/3/2013
<b>Royal Savings Bank-IL</b>	11/07/12	0.380%	0.230%	\$ 248,000.00	5/6/2013
<b>Southside Bank-TX</b>	06/06/12	0.430%	0.280%	\$ 248,000.00	6/6/2013
<b>State Bank of India</b>	11/07/12	0.450%	0.300%	\$ 248,000.00	5/6/2013
Sterling National Bank-NY	07/30/12	0.380%	0.101%	\$ 249,800.00	2/20/2013
<b>Tristate Capital Bank-PA</b>	06/06/12	0.550%	0.400%	\$ 248,000.00	6/6/2013
Total				\$ 6,669,706.36	

IIIT Investments
PMA Investments
PMA-DTC Investments

**MOKENA SCHOOL DISTRICT 159 STUDENT ACTIVITY**  
month ending **NOVEMBER 2012**

Monthly Statement of								
Student Activity	Starting Balance	Ending Balance	October	November	Cumulative	October	November	Cumulative
Name of Account	07/01/12	11/30/12	Deposits	Deposits	Deposits	Expenditures	Expenditures	Expenditures
<b>MES</b>								
Principal Account	\$ -	\$ 6,129.56	12.78	4812.78	\$ 6,129.56	138.89	5343.62	
Learning Center	\$ 8,475.43	\$ 5,367.20	\$ 11.69	\$ -	\$ 25.64	\$ 88.99	\$ 2,877.68	\$ 3,133.87
Pop/Water	\$ 372.44	\$ 605.89	\$ 201.95	\$ 482.91	\$ 1,669.76	\$ 239.48	\$ 289.56	\$ 1,436.31
Student Activity	\$ 20,636.45	\$ 12,809.85	\$ 2,844.40	\$ 2,266.00	\$ 9,135.89	\$ 3,458.92	\$ 2,396.50	\$ 16,962.49
Student Council	\$ 940.24	\$ 1,269.76	\$ 483.47	\$ 251.35	\$ 739.90	\$ 320.38	\$ 90.00	\$ 410.38
<b>Total MES</b>	<b>\$ 30,424.56</b>	<b>\$ 20,323.38</b>	<b>\$ 3,554.29</b>	<b>\$ 7,813.04</b>	<b>\$ 17,700.75</b>	<b>\$ 4,246.66</b>	<b>\$10,997.36</b>	<b>\$ 27,801.93</b>
<b>MIS</b>								
4th Grade	\$ 1,450.22	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 1,450.22
Principals' Account	\$ -	\$ -	\$ -	\$ -		\$ 27.12	\$ -	
5th Grade Fund	\$ 6,117.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,117.09
Book Fair	\$ 4,784.61	\$ 1,119.97	\$ -	\$ 4,683.12	\$ 4,683.12	\$ -	\$ 4,802.76	\$ 8,347.76
Pop/Water	\$ 328.15	\$ 98.19	\$ -	\$ 23.00	\$ 197.00	\$ 95.31	\$ 96.79	\$ 426.96
School Store	\$ 1,335.42	\$ 356.15	\$ 80.00	\$ 203.00	\$ 283.00	\$ -	\$ 159.64	\$ 1,262.27
Student Activity	\$ 2,241.33	\$ 8,549.15	\$ -	\$ 3,485.11	\$ 15,890.59	\$ 1,026.64	\$ 5,503.78	\$ 9,582.77
Student Council	\$ 132.04	\$ 1,271.78	\$ 958.24	\$ 375.50	\$ 1,333.74	\$ -	\$ 194.00	\$ 194.00
<b>Total MIS</b>	<b>\$ 16,388.86</b>	<b>\$ 12,316.00</b>	<b>\$ 1,038.24</b>	<b>\$ 8,769.73</b>	<b>\$ 23,335.33</b>	<b>\$ 1,149.07</b>	<b>\$ 10,756.97</b>	<b>\$ 27,408.19</b>
<b>MJH</b>								
Agenda Books	\$ 5,143.19	\$ 5,347.67	\$ -	\$ -	\$ 1,812.10	\$ -	\$ -	\$ 1,607.62
Athletic Activities	\$ (1,246.43)	\$ 623.73	\$ 3,597.00	\$ 917.00	\$ 4,514.00	\$ 2,204.55	\$ 80.29	\$ 2,643.84
Book Covers/Library	\$ 3,700.21	\$ 3,466.30	\$ 3,269.69	\$ -	\$ 3,269.69	\$ 3,198.62	\$ -	\$ 3,503.60
General 8th/7th	\$ (4,062.95)	\$ (2,566.56)	\$ 3,692.05	\$ -	\$ 3,712.55	\$ 1,748.00	\$ -	\$ 2,216.16
Gym Suits	\$ 5,305.18	\$ 8,022.18	\$ 82.00	\$ 48.00	\$ 5,782.00	\$ 20.00	\$ -	\$ 3,065.00
NJHS	\$ (534.86)	\$ (671.45)	\$ 150.25	\$ -	\$ 150.25	\$ 201.84	\$ -	\$ 286.84
Yearbook	\$ 4,582.76	\$ 4,482.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
Pop/Water	\$ (1,336.08)	\$ (2,159.24)	\$ 354.25	\$ 244.88	\$ 719.22	\$ 392.68	\$ 285.58	\$ 1,542.38
Athletic Gate and Referees	\$ 6,602.85	\$ 6,382.05	\$ -	\$ 3,419.20	\$ 3,419.20	\$ 1,400.00	\$ 2,100.00	\$ 3,640.00
Student Council	\$ 1,299.99	\$ 1,115.68	\$ -	\$ -	\$ -	\$ 184.31	\$ -	\$ 184.31
Student Pictures	\$ 4,186.40	\$ 4,549.22	\$ -	\$ -	\$ 1,162.82	\$ 800.00	\$ -	\$ 800.00
<b>Total MJH</b>	<b>\$ 23,640.26</b>	<b>\$28,592.34</b>	<b>\$11,145.24</b>	<b>\$4,629.08</b>	<b>\$ 24,541.83</b>	<b>\$10,150.00</b>	<b>\$2,465.87</b>	<b>\$19,589.75</b>
<b>GRAND TOTAL Bldg Activity</b>	<b>\$70,453.68</b>	<b>\$61,231.72</b>	<b>\$ 15,737.77</b>	<b>\$ 21,211.85</b>	<b>\$65,577.91</b>	<b>\$15,545.73</b>	<b>\$24,220.20</b>	<b>\$74,799.87</b>



## ***MOKENA SCHOOL DISTRICT 159*** **INFORMATION REPORT**

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Date: January 11, 2013

To: Board of Education  
Mr. Steve Stein, Superintendent

From: John Troy, Director of Business Operations

Re: Medical Insurance Open Enrollment

Open enrollment for Blue Cross Blue Shield Medical Insurance is this month. The effective date for the insurance will be February 1, 2013 to June 30, 2013. It is my pleasure to report that the total premiums decreased approximately 4%. The attached open enrollment memo has been distributed to the insurance eligible staff members. Each PPO and HMO insurance category that has an employee contribution will decrease by \$4.42/month. The annual savings for the employee will be \$53.04.

In June we will have another open enrollment period. This will put us back on track with the dental, vision and life open enrollment periods. It will also make the budgeting process for insurance more straightforward.

# INTEROFFICE MEMO

To: All Employees – Mokena School District #159  
Date: January 1, 2013  
Subject: **2013 Medical Open Enrollment Only**

At the Mokena School District #159 our goal is to provide you with a quality, comprehensive and affordable employee benefits package. Each year we offer open enrollment before the new plan year begins. Our annual open enrollment process allows our employees to change their elections for the new policy year.

Please note employees are not required to complete an enrollment form unless one wishes to make changes to their elections. All employees who wish to enroll in the medical benefit plan only, add dependents, or change medical coverage are required to complete a new medical enrollment form which must be returned to me by Friday, January 25, 2013. However, any medical plan changes will be effective February 1, 2013.

## **MEDICAL PLAN**

Our medical coverage will remain with Blue Cross Blue Shield of Illinois (BCBS of IL). There will be no plan design changes, except for healthcare reform and BCBS of IL changes stated below. Attached is a four page employee benefit guide that includes significant information about coverage's.

### **Healthcare Reform Change**

- Women Preventive Services (This benefit includes all women preventive services required by federal law) – No Copays (BlueCross BlueShield of IL flyer attached)
  - Screenings: Well women visits, diabetes, cholesterol, blood pressure, hearing, vision and immunizations. This list is not exhaustive.
  - Select female oral contraceptive medications will be covered.

### **BCBS of IL Medication Dispensing Limits**

- Members affected by changes in dispensing limits would have received a letter directly from BCBS of IL. (Attached is a document with the Standard Formulary Dispensing Limit Changes)

## **NEW EMPLOYEE CONTRIBUTIONS**

<b><i>Blue Cross Blue Shield PPO Options</i></b>	<b><i>Employee Cost/Month</i></b>	<b><i>District Cost/Month</i></b>
Employee	\$0.00	\$529.66
Employee + Child(ren)	\$135.72	\$799.73
Employee + Spouse	\$297.58	\$833.29
Family	\$754.82	\$781.85

<b><i>Blue Cross Blue Shield HMO Options</i></b>	<b><i>Employee Cost/Month</i></b>	<b><i>District Cost/Month</i></b>
Employee	\$0.00	\$424.80
Employee + Child(ren)	\$0.00	\$750.24
Employee + Spouse	\$63.62	\$843.46
Family	\$428.94	\$803.49



## ***MOKENA SCHOOL DISTRICT 159*** **INFORMATION REPORT**

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**Date: January 10, 2013**

**To: Board of Education**

**From: Mr. Steve Stein, Superintendent**

**Re: Proposed Calendar for the 2013-2014 School Year**

Attached you will find a proposed school calendar for the 2013-2014 school year. According to this calendar the year would begin with teacher institutes on Monday, August 19 and Tuesday, August 20, while the first day of student attendance would be Wednesday, August 21. This first student day would be a full-day.

If we do not use any of the five snow days, the school year is scheduled to conclude on Wednesday, May 28, 2014.

I have provided a copy of this draft calendar to the MTA Executive Board to allow them time for suggestions.

I will plan on bringing a calendar to the Board for approval at the February meeting.



**2013-2014 Proposed Public School Calendar for Mokena SD 159, Draft, as of 1/8/2013**

Codes: X = attendance day; XHI, XHPT, XID, XDS, XHS, XHSW, XHIH, XHPH, XHSH = half attendance day; XH = holiday attendance waiver; FPT, FPTH, WFPT = full day parent teacher conference; FI, WFI, FIH = teacher inservice; PI, TI, TIH = parent/teacher institute; ED = emergency day; XED = proposed emergency day; HOL = holiday; NIA = not in attendance

Total Days of Attendance: 179 Regular Day: 9:00AM - 3:00PM Instruct. Day Lgth: 5 Hrs. 15 Mins.

July 2013							August 2013							September 2013						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
24	25	26	27	28	29	30	29	30	31	1	2	3	4	26	27	28	29	30	31	1
1	2	3	HOL	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	XHS	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28	29	30	31	1	23	24	25	26	27	28	29
29	30	31	1	2	3	4	2	3	4	5	6	7	8	30	1	2	3	4	5	6
July Atnd: 0 Accum: 0							Aug Atnd: 8 Accum: 8							Sept Atnd: 20 Accum: 28						
October 2013							November 2013							December 2013						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
30	1	2	3	4	5	6	28	29	30	31	1	2	3	25	26	27	28	29	30	1
7	8	9	XHS	10	11	12	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	XHS	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31	1	2	3	25	26	27	28	29	30	1	23	24	25	26	27	28	29
4	5	6	7	8	9	10	2	3	4	5	6	7	8	30	31	1	2	3	4	5
Oct Atnd: 22 Accum: 50							Nov Atnd: 15 Accum: 65							Dec Atnd: 15 Accum: 80						
January 2014							February 2014							March 2014						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
30	31	1	HOL	2	3	4	27	28	29	30	31	1	2	24	25	26	27	28	1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31	1	2	24	25	26	27	28	1	2	24	25	26	27	28	29	30
3	4	5	6	7	8	9	3	4	5	6	7	8	9	31	1	2	3	4	5	6
Jan Atnd: 19 Accum: 99							Feb Atnd: 18 Accum: 117							Mar Atnd: 21 Accum: 138						
April 2014							May 2014							June 2014						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
31	1	2	3	4	5	6	28	29	30	1	2	3	4	26	27	28	29	30	31	1
7	8	9	XHS	10	11	12	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30	1	2	3	4	26	27	28	29	30	31	1	23	24	25	26	27	28	29
5	6	7	8	9	10	11	2	3	4	5	6	7	8	30	1	2	3	4	5	6
Apr Atnd: 16 Accum: 154							May Atnd: 20 Accum: 174							June Atnd: 5 Accum: 179						

DRAFT

**2013-2014 Mokena SD 159 as of 1/8/2013****Calendar Legend - Totals for the Year**

Calendar Code	Code Description	No. of Days	Totals
X	Pupil Attendance Day	168	
XHS	Half-Day School Improvement Program	6	
XED	Emergency Day-Proposed	5	
			Total Attendance Days: 179
FPT	Full-Day Parent/Teacher Conference	2	
TI	Teacher Institute/Workshop	4	
			Total Calendar Days: 185
HOL	Holiday	9	
NIA	Not in Attendance	17	

**DRAFT****PT /In-Service/School Improv./Act of God/Interrupted Days/Delayed Start-Explanations**

School Begin Date: 08/19/2013 School End Date: 06/06/2014

Regular Day: 9:00AM - 3:00PM Instruct. Day Lgth: 5 Hrs. 15 Mins.

Cal. Date	Cal. Code	Code Descr.	Student Attend.	Activity Time	Brief Explanation for Activity or School Closing
09/11/2013	XHS	Half-Day School Improvement Program	9:00AM 12:00PM	12:30PM 3:55PM	Professional Development
10/09/2013	XHS	Half-Day School Improvement Program	9:00AM 12:00PM	12:30PM 3:00PM	Professional Development
11/25/2013	FPT	Full-Day Parent/Teacher Conference		12:00PM 8:00PM	Parent-Teacher Conference after first quarter. 8 hour day conducted from noon until 8:00 p.m.
12/11/2013	XHS	Half-Day School Improvement Program	9:00AM 12:00PM	12:30PM 3:55PM	Professional Development
02/12/2014	XHS	Half-Day School Improvement Program	9:00AM 3:00PM	12:30PM 5:55PM	Professional Development
02/14/2014	FPT	Full-Day Parent/Teacher Conference		8:00AM 3:00PM	Spring Parent-Teacher Conferences
03/17/2014	XHS	Half-Day School Improvement Program	9:00AM 12:00PM	12:30PM 3:55PM	Professional Development
04/09/2014	XHS	Half-Day School Improvement Program	9:00AM 12:00PM	12:30PM 3:55PM	Professional Development

**Mokena School District 159**  
**2013-14 Budget Calendar**  
**Budget Preparation Activity**

**Tentative  
Deadline  
Dates**

- |          |  |
|----------|--|
| 03/01/13 | Superintendent seeks authorization from the Board of Education to prepare a tentative budget for 2013-14. Start preparing budget guidelines and packages.  |
| 03/15/13 | Administrative budget meeting where budget guidelines and packages are distributed to building principals, administrators, and directors.  |
| 05/01/13 | Preliminary budgets are due from the building principals, administrators, directors, and administrators. Director of Business Operations begins meeting with individuals on their proposed budget. |
| 06/15/13 | Administrative Budget meeting, copies of the proposed expenditure budgets are Distributed and discussed  |
| 07/01/13 | Tentative budget presented to Board  |
| 08/01/13 | Legal Notice for tentative budget. Budget review copy available.   |
| 09/15/13 | Board of Education conducts a budget hearing and adopts the final budget for 2013-14.  |
| 10/15/13 | Board of Education sets a hearing on the 2013 levy.  |
| 11/15/13 | Board of Education adopts the 2013 levy.   |

WILL COUNTY TRANSPORTATION CONSORTIUM

Joliet Township High School District 204

Transportation Department

3901 Olympic Boulevard

Joliet, IL 60431-7947

December 19, 2012

Mr. Ron Kaczorowski  
Mokena School District 159  
11244 Willowcrest Lane  
Mokena, IL 60448

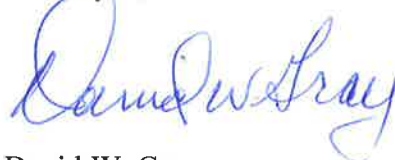
Dear Ron:

As the Administrative Agent for the Will County Transportation Consortium, The Joliet Township High School District Board of Education accepted a proposal from Riverside Corporate Health at its regular meeting on December 18, 2012. Riverside will continue to provide drug and alcohol testing management services for a two year period commencing January 1, 2013 at a rate of \$18.00 per test. This is the same rate as the current contract.

Please have your school board approve, sign and date the enclosed Intergovernmental Agreement and return a signed copy to me.

Call if you have any questions.

Thank you,



David W. Gray  
Director of Support Services  
815-727-5414

WILL COUNTY TRANSPORTATION CONSORTIUM  
INTERGOVERNMENTAL AGREEMENT FOR CONTRACTING  
TRANSPORTATION EMPLOYEE TESTING SERVICES

THIS AGREEMENT is among the BOARD OF EDUCATION OF LINCOLN-WAY HIGH SCHOOL DISTRICT No. 210, Will County, Illinois ("District 210"), the BOARD OF EDUCATION OF JOLIET TOWNSHIP HIGH SCHOOL DISTRICT No. 204, Will County, Illinois ("District 204"), the BOARD OF EDUCATION OF VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT No. 365-U, Will County, Illinois ("District 365-U"), the BOARD OF EDUCATION OF BEECHER SCHOOL DISTRICT 200-U, Will County, Illinois ("District 200-U"), the BOARD OF EDUCATION OF PEOTONE SCHOOL DISTRICT 207-U, Will County, Illinois ("District 207-U"), the BOARD OF EDUCATION OF MANHATTAN SCHOOL DISTRICT 114, Will County, Illinois ("District 114"), the BOARD OF EDUCATION OF MOKENA SCHOOL DISTRICT 159, Will County, Illinois ("District 159"), the BOARD OF EDUCATION OF LARAWAY SCHOOL DISTRICT 70-C, Will County, Illinois ("District 70-C"), the BOARD OF EDUCATION OF LINCOLN-WAY AREA SPECIAL EDUCATION DISTRICT 843, Will County, Illinois ("District 843"), the BOARD OF EDUCATION OF LOCKPORT TOWNSHIP HIGH SCHOOL DISTRICT 205, Will County, Illinois ("District 205"), the BOARD OF EDUCATION OF HOMER SCHOOL DISTRICT 33-C, Will County, Illinois ("District 33-C"), the BOARD OF EDUCATION OF CHANNAHON SCHOOL DISTRICT 17, Will County, Illinois ("District 17"), the BOARD OF EDUCATION OF TROY SCHOOL DISTRICT 30-C, Will County, Illinois ("District 30-C"), the BOARD OF EDUCATION OF UNION SCHOOL DISTRICT 81, Will County, Illinois ("District 81"), the BOARD OF CONTROL OF WILCO AREA CAREER CENTER ("Wilco") and such other school districts which may join, in the exercise of their intergovernmental cooperation powers under the Illinois Constitution and the Illinois Governmental Cooperation Act and of their authority under the Illinois School Code. All parties have approved this Agreement and adopted it in the manner required by law.

WHEREAS, the Omnibus Transportation Employee Testing Act of 1991 ("Act") and the rules promulgated by the United States Department of Transportation pursuant to the Act ("Rules") authorize and mandate employers who employ persons who are required to obtain a Commercial Drivers License ("CDL") to implement certain testing procedures and prohibitions relating to the misuse of alcohol and controlled substances;

WHEREAS, the parties employ school bus drivers or other employees who are required to obtain a CDL;

WHEREAS, the mandated functions of the Act and the Rules went into effect on January 1, 1995, for District 210, District 204, District 365, and on January 1, 1996, for District 200-U, District 207-U, District 114, District 159, District 70-C, District 843, District 205, District 33-C, District 17, District 30-C, District 81 and Wilco;

WHEREAS, each of the parties wish to contract with a private firm to provide the management services mandated by the Act and the Rules;

WHEREAS, the parties believe that it would be financially and administratively

advantageous to jointly contract for the performance of the mandated testing services;

WHEREAS, Article VII, Section 10 of the 1970 State of Illinois constitution authorizes units of local government, such as School Districts, to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance;

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (ILCS 220/5) further provides that any one or more units of local government may contract to perform any governmental service, activity, or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part to the contract;

## ARTICLE I PURPOSE

- 1.1 The recitals above are incorporated herein as part of the agreement among the parties.
- 1.2 The parties shall act jointly to contract for the provision of transportation and other employee testing services mandated by the Act and the Rules.

## ARTICLE II DESIGNATION OF ADMINISTRATIVE DISTRICT

- 2.1 District 204 shall be the "Administrative District" for all of the parties to this Agreement.
- 2.2 The Administrative District officials shall regularly consult with the superintendents or superintendents' designees of the other parties regarding the implementation of the Agreement.

## ARTICLE III SOLICITATION AND AWARDED OF BIDS FOR CONTRACT

- 3.1 The Administrative District shall, in conformance with applicable law and after consultation with the other parties, develop contract bid specifications, solicit bids, and award a contract or contracts ("contract") to a firm or firms ("contractor") for the performance of management and testing procedures mandated by the Act and the Rules for certain employees of all the parties for the 2013 and 2014 calendar years. Among the parties to this Agreement, only the Administrative District need be named party to the contract.
- 3.2 The contract shall distinguish between costs attributable to specific employees of each party and those which are not.
- 3.3 The contract shall specify terms under which the employees of a party may be withdrawn from coverage.
- 3.4 If no bids are submitted for the contract after an initial solicitation, the Administrative District shall, after consultation with the other parties, make further solicitations. If no contract is executed, each party shall remain individually responsible for the testing of its own employees.

## ARTICLE IV COSTS OF CONTRACT

4.1 The Administrative District in cooperation with the contractor shall periodically determine the amount of costs each party is ultimately responsible for and shall notify each of the other parties of the amount owed.

4.2 Each party shall be ultimately responsible for any costs under the contract attributable to its own employees.

4.3 For costs not attributable to individual employees, ultimate responsibility for costs will be apportioned equally among the parties.

4.4 Each of the other parties shall pay to the Administrative District or the contractor any amounts owed under the contract within thirty (30) days after being notified of that amount or within thirty (30) days after that amount has been paid by the Administrative District to the contractor, whichever date is later.

4.5 If any party disputes the amount determined by the Administrative District to be due, the matter may, with the consent of each of the affected parties, be submitted to binding arbitration.

## ARTICLE V ADMINISTRATION OF CONTRACT

5.1 The parties shall fully cooperate in all aspects of the administration of the contract. The administration of each party shall remain responsible for notices due the contractor regarding the identity of transportation employees and the occurrence of events warranting testing of employees.

5.2 Any notices due or communications with the contractor regarding contract extension, contract termination, contract disputes, or other matters affecting all parties shall be made only after full consultation among the parties. The contract may not be extended as to any parties' employees without the prior approval of that party.

## ARTICLE VI INDEMNIFICATION

6.1 Each party shall indemnify and hold harmless the other parties, members of their Board of Education, their officers, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys fees, which may arise from the fault of the first party in any actions or omissions relating to the contract, this Agreement, or the testing of employees covered by the Act and the Rules.

## ARTICLE VII TERM OF AGREEMENT

7.1 This Agreement shall commence in full force and effect upon approval by District 204, District 210, District 365-U, District 200-U, District 207-U, District 114, District 159, District 70-C, District 843, District 205, District 33-C, District 17, District 30-C, District 81 and Wilco in the manner provided by law and upon proper execution hereof. Other school districts may join this Agreement as parties upon their approval of this Agreement and the consent of the superintendents or their designees of each of the existing parties. A party joining this Agreement after its commencement shall not be liable for costs incurred under the contract prior to its joining the agreement.

7.2 This Agreement shall terminate on December 31, 2014 or the termination of the contract executed pursuant to this Agreement, which ever occurs last.

7.3 Prior to the execution of a contract, any party may withdraw from this Agreement by action of its Board of Education upon fourteen (14) days written notice to each of the parties. However, once a contract has been executed, a party may not withdraw prior to the termination of the contract without the consent of the other parties.

## ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.

8.2 **Assignment.** No party shall have the right to assign this Agreement without the prior written consent of the other parties.

8.3 **Severability.** The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

8.4 **Execution of Counterparts.** This Agreement may only be altered, modified, or amended upon the written consent and agreement of the parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by any of the parties.

BOARD OF EDUCATION OF  
Mokena School District 159  
Will County, Illinois

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_



**LINCOLN-WAY AREA SPECIAL EDUCATION  
Joint Agreement District 843**

**MINUTES**

**Regular Meeting, December 20, 2012**

Minutes of the regular meeting of the Board of Special Education, Will County, Illinois, held at Pioneer Grove Educational Center, 601 Willow Street, Frankfort, IL 60423, at 7:00 p.m. on the 20th day of December, 2012.

**I. CALL TO ORDER**

The meeting was called to order by President Katherine Moore at 7:00 p.m.

**II. ROLL CALL**

Present: James Gast (District #210), Deborah Kedzior (District #122), Mary Kenny (District #161), Katherine Moore (District #159), Patrick Usher (District #157C)

Absent: Timothy Doyle (District #114)

Staff Present: Dr. Sally H. Bintz, Director  
Craig Englert, Assistant Director for Finance and Operations  
David Armbrrecht, District 843 Transportation Supervisor  
Cheryl Della Penna, Administrative Assistant  
Patricia Bodach  
Holly Kasper

**III. APPROVAL OF MINUTES OF REGULAR MEETING AND CLOSED SESSION OF NOVEMBER 15, 2012**

*A motion was made by Patrick Usher and seconded by Mary Kenny to approve the minutes of the Regular and Closed Session Meetings of November 15, 2012.*

**Voting Aye:** Gast, Kedzior, Kenny, Moore, Usher

**Motion carried:** 5 Aye, 0 Nay

**IV. PUBLIC COMMENT**

There were no comments.

**V. REPORTS**

**A. Treasurer's Report – Financial and Payables**

Mr. Englert reviewed the Treasurer's Report with the Governing Board.

**B. Review of Advisory Committee Minutes**

Dr. Bintz reviewed the minutes from the December 11, 2012 Advisory Meeting

**C. Director's Report**

**1. *Cooperative Update***

Dr. Bintz announced with disappointment that New Lenox District #122 voted to withdraw from the Lincoln-Way Area Special Education Cooperative effective July 1, 2014. Dr. Bintz and Mr. Englert have been working with the district's administration in preparation for this action. She stated that it is a natural progression for a district the size of New Lenox to make a transition like this. She stated that District #122 will continue to access the Cooperative's programs and services through the next 18 months and it is her understanding that District 122 will continue to send students to selected Cooperative programs after their withdrawal. Dr. Bintz complimented Mr. Englert on the preparation and distribution of a survey recently presented to the superintendents for them to indicate which Cooperative services each of their districts would be interested in utilizing for next year. Should there be a decision by the districts to reduce a level of service from the Cooperative they have until January 31 to declare that they are taking back services. Dr. Bintz also stated that at this time there is a projection of \$1.3 million in cuts for program tuitions and fees for the Cooperative next year.

Mrs. Kedzior addressed the Governing Board indicating that Dr. Sass and the entire New Lenox District have a positive relationship with District 843 and the rationale for the withdrawal from the cooperative was not based on dollars in isolation. Mrs. Kedzior referred to a list of reasons that Dr. Sass presented to the District 122 Board for the withdrawal. She stated that their goal was to manage their own resources based on their students' needs and to put accountability on their staff. She stated that the greatest hope was to continue a good relationship with District 843.

Mr. Gast reflected back to the beginning of the Cooperative in 1979 and the reason for its formation at that time and compared that to the present status of the districts and the natural progression of districts that grow large to want to handle their own resources. Dr. Bintz stated that she is committed to providing cost efficient programs that focus on our students and parents.

2. *Foundation*

Dr. Bintz informed the Governing Board that the selection of the winner for the 50/50 holiday cash raffle sponsored by the Foundation took place on December 17. The winning family was awarded a check for \$750. Dr. Bintz expressed her appreciation to the Foundation for this event.

3. *Parent Advisory Council*

Dr. Bintz indicated there was no new information to report.

4. *Transportation and Bus Leases*

Mr. Englert stated that the Cooperative historically brings information to the Governing Board regarding bus leases at the December Governing Board Meeting. There will be 16 renewals scheduled in June. Mr. Armbrecht and Mr. Englert will be looking at different options for the leases. The move by District 122 to withdraw from the Cooperative complicates that recommendation. He and Dr. Bintz will dialogue with the Advisory Committee at their January meeting and will return in January with bus lease recommendations for the Governing Board to consider.

5. *Child Count Status Report*

Dr. Bintz reviewed the results of the November 30, 2012 Child Count Status Report issued by the Cooperative. This report reflects the percentage of growth in regular and special education throughout the districts.

D. Principals' Reports

Mackay Education Center

Dr. Bintz reported that the Mackay Center is finishing up on their finals this week.

Pioneer Grove Educational Center

Dr. Bintz indicated that the PSO Breakfast with Santa took place on December 15, 2012 at Pioneer Grove Educational Center. Approximately 100 students, staff, and parents were in attendance for this event. Parent Involvement Day was scheduled for December 20 and 21. The Pioneer Grove students made a visit to the upstairs level of the building to participate in the Transition House students' cookie sale.

VI. APPROVAL OF THE CONSENT AGENDA

***Acting on the recommendation of the Director, Mary Kenny moved, seconded by Patrick Usher for the Governing Board to ratify the Consent Agenda as follows:***

A. Approval of Current Payables

Current payables were presented for review in each respective fund.

B. Approval of Financial Statement

Dr. Bintz provided verbal information regarding the Financial Statement for the month of November 2012 and investments through December 20, 2012.

C. Approval of Personnel Items as Listed:

1. Resignation  
**Non-Certified Staff**  
*Janet Jones*, bus monitor, effective September 12, 2012.
  2. Employment  
**Non-Certified Staff**  
*Breann Bosco*, paraprofessional, Pioneer Grove School, effective January 7, 2013, at \$11.00 per hour.  
*Ann Jenkins*, paraprofessional, Pioneer Grove School, effective January 7, 2013, at \$11.00 per hour.  
**Certified Staff**  
*Diane Petronio*, speech/language pathologist, effective January 7 to 18, 2013, at a rate of \$63.00 per hour.  
*Eric Pistek*, social worker, effective January 7, 2013 at a salary of \$46,410 (prorated)
  - D. FOIA Request  
Dr. Bintz reported that a FOIA was received from NBC Chicago.
- CONSENT VOTE:**  
**Voting Aye:** *Gast, Kedzior, Kenny, Moore, Usher*  
**Motion carried:** 5 Aye, 0 Nay

VII. CLOSED SESSION

*A motion was made by Mary Kenny and seconded by Deborah Kedzior to move to closed session at 7:44 p.m. for the purpose of discussing:*

- A. The appointment, employment, discipline, performance, or dismissal of specific employees of the Cooperative.

**Voting Aye:** *Gast, Kedzior, Kenny, Moore, Usher*  
**Motion carried:** 5 Aye, 0 Nay

OPEN SESSION

*A motion was made by Mary Kenny and seconded by Patrick to return to open session at 8:06 p.m. On voice vote the motion carried.*

VIII. ACTION ITEMS

- A. Semi-Annual Review of Closed Session Minutes  
*A motion was made by Patrick Usher and seconded by Deborah Kedzior to not open to the public the closed minutes for July 19, 2012, August 16, 2012, September 20, 2012, and October 18, 2012.*  
**Voting Aye:** *Gast, Kedzior, Kenny, Moore, Usher*  
**Motion carried:** 5 Aye, 0 Nay
- B. Verbatim Destruction of Closed Session Minutes  
*A motion was made by Patrick Usher and seconded by Deborah Kedzior to approve the destruction of audio recordings of closed meetings of December 14, 2010, January 25, 2011, March 22, 2011, and April 21, 2011 due to the fact 18 months have passed since being made and the written minutes of the closed sessions have been approved by the Governing Board.*  
**Voting Aye:** *Gast, Kedzior, Kenny, Moore, Usher*  
**Motion carried:** 5 Aye, 0 Nay
- C. 2011-2012  
*A motion was made by Mary Kenny and seconded by James Gast to approve the 2011-2012 Audit as presented.*  
**Voting Aye:** *Gast, Kedzior, Kenny, Moore, Usher*  
**Motion carried:** 5 Aye, 0 Nay
- D. Workers Compensation Renewal  
*A motion was made by Patrick Usher and seconded by Mary Kenny to approve the renewal of workers compensation insurance with Illinois Public Risk Fund effective January 1, 2013 for one year at a rate of \$154,010.*

**Voting Aye:** Gast, Kedzior, Kenny, Moore, Usher  
**Motion carried:** 5 Aye, 0 Nay

E. Acceptance of Gift

*A motion was made by Patrick Usher and seconded by Deborah Kedzior to approve the donation of \$199.57 worth of products from Richardson Products Inc. to be used with the occupational therapy students.*

**Voting Aye:** Gast, Kedzior, Kenny, Moore, Usher  
**Motion carried:** 5 Aye, 0 Nay

F. Modify Cooperative Billing Process

Mr. Englert provided the Governing Board with information concerning the current billing model of the Cooperative. He detailed a billing model proposal and reviewed the advantages and disadvantages of adjusting the billing to better reflect the service delivery. The Governing Board engaged in discussion.

*A motion was made by Patrick Usher and seconded by Deborah Kedzior to approve certain costs such as the Director of Special Education, her Administrative Assistant, and a portion of the Assistant Director's salary and benefits to remain as Administrative costs billed to all member districts based on total student population and the remaining costs currently categorized as Administrative costs be transferred as overhead to program costs.*

**Voting Aye:** Gast, Kedzior, Kenny, Moore, Usher  
**Motion carried:** 5 Aye, 0 Nay

G. Employee Termination

*A motion was made by Mary Kenny and seconded by Patrick Usher to approve the termination of employee 3216 for failure to perform assigned job duties.*

**Voting Aye:** Gast, Kedzior, Kenny, Moore, Usher  
**Motion carried:** 5 Aye, 0 Nay

IX. INFORMATION ITEMS AND ANNOUNCEMENTS

The next regular meeting of the Board of Special Education will be held at 7:00 p.m. on January 17, 2013 at the Administrative Center, Frankfort, IL.

X. ADJOURNMENT

A motion was made by James Gast and seconded by Patrick Usher that the meeting be adjourned. All members voted Aye. Motion carried. President Moore declared the meeting adjourned at 9:06 p.m.

Respectfully submitted,  
Cheryl A. Della Penna,  
Administrative Assistant

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President

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Secretary



## ***MOKENA SCHOOL DISTRICT 159*** **INFORMAION REPORT**

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**Date:** January 9, 2013

**To:** Board of Education

**From:** Steve Stein, Superintendent

**Re:** Board Policies

Attached are a few policies for your review. Changes have been highlighted in yellow and/or lined out. The additional wording included in these policies was suggested by the Special Education attorney.

- 2:260 Powers and Duties of the Board of Education
- 7:10 Equal Educational Opportunities
- 7:20 Harassment of Students Prohibited

I will be happy to answer any questions you might have regarding the policy updates. I would hope to adopt these policies at the next regular Board meeting.

## **Board of Education**

### **Uniform Grievance Procedure**

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

1. Title II of the Americans with Disabilities Act;
2. Title IX of the Education Amendments of 1972;
3. Section 504 of the Rehabilitation Act of 1973;
4. Individuals With Disabilities Education Act, 20 U.S.C. §1400 et seq.;
5. Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.;
6. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.;
7. Sexual harassment (Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972);
8. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children;
9. Curriculum, instructional materials, and/or programs;
10. Victims' Economic Security and Safety Act, 820 ILCS 180;
11. Illinois Equal Pay Act of 2003, 820 ILCS 112; or
12. Provision of services to homeless students.
13. Illinois Whistleblower Act, 740 ILCS 174/1 et seq.

The District may not intimidate, threaten, coerce or retaliate against anyone who asserts a claim of harassment or discrimination under the Americans with Disabilities Act, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act or anyone who cooperates in an investigation regarding one of these civil rights laws. Anyone who believes that he or she has been intimidated or retaliated against should file a complaint with the District through the Uniform Grievance Procedure.

The Complaint Manager will attempt to resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. All deadlines may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, "school business days" means days on which the District's main office is open.

#### **1. Filing a Complaint**

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint

or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

2. Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. If the Complainant is a student, the Complaint Manager will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law or any collective bargaining agreement, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

Within 30 school business days of the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time. If a complaint of sexual harassment contains allegations involving the Superintendent, the written report shall be filed with the Board of Education, which will make a decision in accordance with Section 3 of this policy. The Superintendent will keep the Board informed of all complaints.

3. Decision and Appeal

Within 5 school business days after receiving the Complaint Manager's report, the Superintendent shall mail his or her written decision to the Complainant by U.S. mail, first class, as well as the Complaint Manager.

Within 10 school business days after receiving the Superintendent's decision, the Complainant may appeal the decision to the Board of Education by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board of Education. Within 30 school business days, the Board of Education shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information. Within 5 school business days of the Board's decision, the Superintendent shall inform the Complainant of the Board's action.

This grievance procedure shall not be construed to create an independent right to a Board of Education hearing. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

Professional Personnel – Grievance Procedure

**Please refer to the current Mokena Public Schools Professional Negotiations Agreement Between Mokena Teachers' Association, IEA/NEA and Board of Education Mokena Public School District 159.**

Appointing Complaint Managers

The Superintendent shall appoint at least 2 Complaint Managers, one of each gender. The District's Nondiscrimination Coordinator, if any, may be appointed a Complaint Manager. The Superintendent shall insert into this policy the names, addresses, and telephone numbers of current Complaint Managers.

**Complaint Managers:**Charles VittonNameMokena Public School District 159Address11244 Willowcrest LaneMokena, IL 60448708.342.4900TelephoneEileen ParenteNameMokena Public School District 159Address11244 Willowcrest LaneMokena, IL 60448708.342.4900Telephone

- LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.  
Americans With Disabilities Act, 42 U.S.C. §12101 et seq.  
Equal Pay Act, 29 U.S.C. §206(d).  
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.  
Individuals With Disabilities Education Act, 20 U.S.C. §1400 et seq.  
McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.  
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.  
Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.  
Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.  
Title IX of the Education Amendments, 20 U.S.C. §1681 et seq.  
Equal Pay Act of 2003, 820 ILCS 112.  
Victims' Economic Security and Safety Act, 820 ILCS 180, 56 Ill.Admin.Code Part 280.  
775 ILCS 5/1-101.  
105 ILCS 5/2-3.8, 5/3-10, 5/10-20.7a, 5/10-22.5, 5/22-19, 5/24-4, 5/27.1, and 45/1-15.  
23 Ill.Admin.Code §§1.240 and 200-40.
- CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Sexual Harassment), 6:140 (Education of Homeless Children), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 8:70 (Accommodating Individuals with Disabilities)
- ADOPTED: September 12, 2007
- REVISED: November 10, 2009
- REVISED: September, 2011; February 6, 2013



## **Students**

### **Equal Educational Opportunities**

Equal educational and extracurricular opportunities shall be available for all students without regard to race, color, nationality, sex, religion, sexual orientation, ancestry, age, physical and mental handicap or disability, gender identity, status as homeless, order of protection status, actual or potential marital or parental status, including pregnancy. Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities under Board policy 8:20, *Community Use of School Facilities*. Any student may file a discrimination grievance by using the Uniform Grievance Procedure.

The District may not intimidate, threaten, coerce or retaliate against anyone who asserts a claim of harassment or discrimination under the Americans with Disabilities Act, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act or anyone who cooperates in an investigation regarding one of these civil rights laws. Anyone who believes that he or she has been intimidated or retaliated against should file a complaint with the District through the Uniform Grievance Procedure.

### **Sex Equity**

No student shall, based on sex, sexual orientation, or gender identity be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using the Uniform Grievance Procedure. A student may appeal the Board of Education's resolution of the complaint to the Regional Superintendent of Schools (pursuant to 105 ILCS 5/3-10 of The School Code) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8 of The School Code).

### **Administrative Implementation**

The Superintendent shall appoint a Nondiscrimination Coordinator. The Superintendent and Building Principal shall use reasonable measures to inform staff members and students of this policy and grievance procedure.

LEGAL REF.: McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.  
Title IX, 20 U.S.C. §1681 et seq.; 34 C.F.R. Part 106.  
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.  
Religious Freedom Restoration Act, 775 ILCS 35/5.  
Ill. Constitution, Art. I, §18.  
Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001).  
105 ILCS 5/10-21.3, 5/10-22.5, 5/22-19, and 5/27-1.  
23 Ill.Admin.Code §§1.240, 200.40, and 200.50.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:220 (Instructional Materials Selection and Adoption), 7:20 (Harassment of Students Prohibited), 7:130 (Student Rights and Responsibilities), 8:20 (Community Use of School Facilities)

ADOPTED: September 12, 2007

REVISED: February 10, 2010; February 6, 2013

## **Students**

### **Harassment of Students Prohibited**

No person, including a District employee or agent, or student, shall harass, intimidate or bully another student based upon a student's race, color, nationality, sex, sexual orientation, ancestry, age, religion, creed, physical or mental disability, gender identity, order of protection status, status of being homeless or actual or potential marital or parental status, including pregnancy, or other protected group status. The District will not tolerate harassing, intimidating conduct or bullying, whether verbal, physical, or visual, that affects tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, causing psychological harm, threatening or causing physical harm or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

Complaints of harassment, intimidation or bullying are handled according to the provisions on sexual harassment below. The Superintendent shall use reasonable measures to inform staff members and students that the District will not tolerate harassment, intimidation or bullying such as by including this policy in the appropriate handbooks.

### **Sexual Harassment Prohibited**

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

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

The terms "intimidating," "hostile," and "offensive" include conduct that has the effect of humiliation, embarrassment, or discomfort. Examples of sexual harassment include touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities.

The District may not intimidate, threaten, coerce or retaliate against anyone who asserts a claim of harassment or discrimination under the Americans with Disabilities Act, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act or anyone who cooperates in an investigation regarding one of these civil rights laws. Anyone who believes that he or she has been intimidated or retaliated against should file a complaint with the District through the Uniform Grievance Procedure.

Students who believe they are victims of sexual harassment or have witnessed sexual harassment, are encouraged to discuss the matter with the student Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, or a Complaint Manager. Students may choose to report to a person of the student's same sex. Complaints will be kept confidential to the extent possible given the need to investigate. Students who make good faith complaints will not be disciplined.

An allegation that one student was sexually harassed by another student shall be referred to the Building Principal or Assistant Building Principal for appropriate action.

The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. At least one of these individuals will be female, and at least one will be male.

**Nondiscrimination Coordinator:**

Steve Stein

Name

11244 Willowcrest Lane

Mokena, IL 60448

Address

708.342.4900

Telephone

**Complaint Managers:**

Dr. Charles Vitton

Name

Mokena Public School District 159

Address

11244 Willowcrest Lane

Mokena, IL 60448

708.342.4900

Telephone

Eileen Parente

Name

Mokena Public School District 159

Address

11244 Willowcrest Lane

Mokena, IL 60448

708.342.4900

Telephone

The Superintendent shall use reasonable measures to inform staff members and students that the District will not tolerate sexual harassment, such as by including this policy in the appropriate handbooks.

Any District employee who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any District student who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the discipline policy. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

Harassment of Students

**Please refer to the current Mokena Public Schools Professional Negotiations Agreement Between Mokena Teachers' Association, IEA/NEA and Board of Education Mokena Public School District 159.**

LEGAL REF.: Title IX of the Educational Amendments, 20 U.S.C. §1681 et seq.  
34 C.F.R. Part 106.  
105 ILCS 5/10-22.5 and 5/27-1.  
23 Ill.Admin.Code §200.10 et seq.  
Davis v. Monroe County Board of Education, 119 S.Ct. 1661 (1999).  
Franklin v. Gwinnett Co. Public Schools, 112 S.Ct. 1028 (1992).  
Gebser v. Lago Vista Independent School District, 118 S.Ct. 1989 (1998).  
West v. Derby Unified School District No. 260, 206 F.3d 1358 (10th Cir., 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20 (Sexual Harassment), 7:10 (Equal Educational Opportunities)

ADOPTED: September 12, 2007

REVISED: November 10, 2009; February 10, 2010; February 6, 2013



## ***MOKENA SCHOOL DISTRICT 159*** **INFORMAION REPORT**

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Date: January 11, 2013

To: Board of Education

From: Steve Stein, Superintendent

Re: Certify Candidates for April 2013 Election

We have six new community members running for School Board members in the April 9, 2013 Consolidated Election; Incumbents Franceschini and Regan also filed. The local election official, Mary Louise Knoerzer, will file the certification of ballot after this regular Board meeting with the Will County Clerk's office.

The ballot will read as follows:

For members of the Board of Education  
**To Serve a Full 4-year Term**  
Vote for 4

1. Robert Swale
2. Anna M. Briscoe
3. Stacy Ann Cesta
4. Jim Andresen
5. Mark Franceschini
6. Jeffrey Regan
7. Danielle Didrickson

# ACTION REQUESTS



## ***MOKENA SCHOOL DISTRICT 159*** **ACTION REQUEST**

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**Date:** January 9, 2013  
**To:** Board of Education  
**From:** John Troy, Director of Business Operations  
**RE:** Will County Transportation Consortium Intergovernmental Agreement

As presented earlier in the meeting the Will County Consortium agreement contracts services for transportation employee testing services. The fees for this service remains the same as this year. This is a two year contract beginning January, 2013.

*"Move to approve the Will County Transportation Consortium Intergovernmental Agreement as presented."*

First: \_\_\_\_\_

Second: \_\_\_\_\_