

INFORMATION REPORTS

MOKENA SCHOOL DISTRICT No. 159
11244 Willowcrest Lane
Mokena, IL 60448

INVITATION TO BID ON THE MOKENA SCHOOL DISTRICT 159
AUDITING SERVICES FOR FY 13, 14, & 15

Mokena School District 159 is soliciting bids for the Auditor Services for Mokena School District No. 159. **Deadline for Return is March 13, 2013 @ 3:00 pm. Bids must be clearly marked "Auditing Services."**

BIDS ARE TO BE SUBMITTED TO

Mokena School District 159
Administrative District Office
Attn: Mr. Steve Stein, Superintendent
11244 Willowcrest Lane
Mokena, IL 60448

1. OPENING OF BIDS

Mokena Public School District 159, Will County, Illinois is requesting bids per the attached specifications for a **Auditing Services** per the attached specifications. Bids must be filed with Mr. Steve Stein, Superintendent of Schools at the District 159 Administrative Office located at 11244 Willowcrest Lane, Mokena, Illinois 60448 no later than 3:00 PM Friday March 13, 2013 at which time they will be opened and acknowledged. Bidders are invited to attend. Bids will be studied and reviewed. Interviews will be conducted and it is anticipated that a recommendation will be made to the Board of Education for award of Bid on Wednesday April 17, 2013. The Board of Education reserves the right to waive any informalities, irregularities, or defects in any proposal should it be in the best interest of the School District to do so.

2. PREPARATION OF PROPOSAL

Proposal must be submitted on the prescribed Bid Form at the end of this document. All bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the bidder and the address and must be marked "Auditor Services." No Bid forwarded by mail or messenger will be accepted unless received before the scheduled time for opening bids. Proposals will be publicly opened immediately after the deadline. The method of transmittal of the proposal is at the seller's risk of untimely receipt by the Board. The District will not be responsible for delays in delivery by UPS, FedEx, Airborne or any other carrier the vendor chooses. Faxed copies are not acceptable. Late bids will be returned unopened to the sender.

3. METHODS OF AWARD

The Board of Education reserves the right to reject any and all bids or to accept a bid in whole or in divisible part if deemed to be in the best interest of the School District. The Board of Education reserves

the right to choose alternates it deems to be in the best interest of the School District. The Board of Education shall have the right and authority to award orders to the bidder or bidders best meeting all specifications and conditions based upon the sole judgment of the Board.

In making its determination the following qualifications in addition to price will be considered by the Board:

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract
- i. Past history and performance that the Bidder may have with the District.
- j. Such other information as may be secured having a bearing on the decision to make the award
- k. Consideration will be given to standardization, interchangeability and availability of parts, if applicable to bid.
- l. In determining a bidder's responsiveness, the Board shall consider material deviations from the advertised specifications which materially affect price, quantity or limit the bidder's liability

Proposers and other interested parties are cordially invited to be present at the public proposal opening to be held at the time the sealed proposals are due. Proposals will be publicly opened and results announced.

4. DURATION AND WITHDRAWAL OF BIDS

All bids shall be binding for 60 calendar days following the bid opening date, unless the bidder, upon request of the District, agrees to an extension. A written request for the withdrawal of the bid or any part thereof may be granted if the request is received by the District prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

5. CERTIFICATES & ASSURANCES

All bidders shall submit all certificates herein contained and as required by law.

6. INVOICES

The successful Contractor shall submit three copies of invoices. Payment to the contractor shall be made within 30 days after receipt of invoice and approval by the Board of Education. Payments are approved

by the Board of Education at its monthly Board meeting (typically the third Wednesday of each month) provided a valid invoice is received at least two weeks prior to the Board meeting and said service has been provided and accepted by the Board of Education.

7. COMPLETION DELIVERY TIME

Delivery is to be made promptly in accordance with the specifications contained herein. All prices must be quoted F.O.B. destination. Shipments shall become property of District after delivery and acceptance, and Board approval.

8. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

9. COMPLETENESS

All information required by the Invitation to Bid must be supplied to constitute a proper bid.

10. AUTHORITY TO ACT AS AGENT

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

11. DEVIATIONS

In the event that the Bidder intends to deviate from the specifications, all such deviations must be listed and attached to the bid. The absence of a submitted deviations will assure the District that no deviations from specifications exist.

12. QUESTIONS REGARDING SPECIFICATIONS

Should a bidder find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the Director of Business Operations who will, in turn, clarify such specifications and notify other bidders of any material change or clarification. The Board of Education shall not be held responsible for oral instruction to bidders. **No questions will be accepted 24 hours prior to the bid opening.**

13. SUBLETTING CONTRACT

It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Bidder from his/her obligation, or change the terms of the Contract.

14. NON-DISCRIMINATION

No bidder who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair

employment practice. Bidder further agrees that this article will be incorporated by the bidder into all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

15. SEXUAL HARASSMENT POLICY

Every party to a public contract and every eligible bidder must have a written sexual harassment policy that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

16. INDEMNITY

Bidder/contractor shall indemnify, keep and save harmless the District, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the District in consequence of the granting of this contract or which in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, and the bidder/contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District in any such action, the bidder/contractor shall, at his/her own expense, satisfy and discharge the same. Bidder/contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the District as herein provided.

17. COLLUSIVE BIDDING

The bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

18. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment or services exceeding \$2,500.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

19. CONTRACTOR NOT AN AGENT

The bidder/contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing services to the District.

20. RESPONSIBILITY FOR MATERIALS SHIPPED

The bidder/contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the bidder/contractor shall bear all risk on rejected materials and

supplies after notice of rejection. Rejected materials or supplies must be promptly removed by and at the expense of the bidder/contractor after notification of rejection.

21. INSPECTIONS

For supplies and materials purchases - inspection and acceptance of will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or equipment will be made as promptly as practicable, but failure to inspect or accept or reject materials or equipment shall not impose liability on the District for such materials or equipment as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

Mokena School District No. 159
11244 Willowcrest Lane
Mokena, Illinois 60448

SPECIFICATIONS

Mokena School District 159 invites your accounting firm to submit a proposal for auditing services for fiscal years 2014, 2015 and 2016 in accordance with the following requirements and specifications:

A. PROPOSAL SCHEDULE

<u>Date(s)</u>	<u>Action</u>
<u>2/8/13</u>	RFP notification made, proposal packets released.
<u>3/13/13</u>	3:00 pm RFP opening
<u>3/15/13 – 3/29/13</u>	Initial Interview Process. The District will choose a limited number of Candidates to interview with the Business Office and, potentially, a Board of Education member(s).
<u>4/3/13</u>	7:00 PM Board of Education, Discuss Auditor Candidates
<u>4/4/13 – 4/16/13</u>	Final Interview Process, if necessary.
<u>4/17/13</u>	7:00 PM Board of Education Meeting-RFP award recommendation made to Board of Education.

Firms submitting proposals will be informed of the District's selection by April 19, 2013, provided the Board of Education acts on the audit selection at their scheduled April 17, 2013 Board Meeting. The District reserves the right to reject any and all proposals submitted, and to ask for more details or further clarification of any proposal, and select the proposal that best meets the needs of the District.

B. GENERAL INFORMATION

Mokena School District 159 is located in Will County with an approximate student enrollment of 1,750. The District employs approximately 200 employees and is governed by a seven member Board of Education elected for overlapping terms. The annual operating budget for fiscal year 2013 is \$18.6 million. The District maintains its accounting records for all funds and account groups on cash basis of accounting in accordance with guidelines prescribed by the Illinois State Board of Education. The District has three (3) elementary schools. The District has approx. \$20 million in Bond debt expiring in FY 20.

C. SCOPE OF AUDIT - SERVICES REQUIRED:

I. Scope:

1. The proposal for auditing service will be for a three (3) year period to include the school years ending June 30, 2013, June 30, 2014, and June 30, 2015.

2. The proposal shall delineate a cost for service in each of these three years and shall remain firm once such proposal is accepted by the Board of Education. Examinations and exhibits shall be in accordance with the generally accepted auditing standards. The auditing firm will also prepare forms ISBE 50-35 and 60-18 or other forms and attachments for State and, if required, Federal reporting compliance.
3. The annual audit shall consist of an examination of the basic financial statements conducted in accordance with generally accepted auditing standards and *Government Auditing Standards*. In addition, if required the annual audit is to be based on the additional requirements of the Single Audit Act Amendments of 1996, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the regulations prescribed by the Illinois State Board of Education. The District maintains the following funds that should be included in the audit examination: Educational, Operations & Maintenance, Debt Service, Transportation, Social Security/Municipal Retirement, New Construction, Fire Prevention & Safety, Tort, and Working Cash,
4. The audit shall include a review of the system of internal controls of Mokena School District 159 to ensure that there is effective control over revenue, expenditures, assets and liabilities, and a proper accounting of resources, liabilities and accounting operations.
5. The audit shall also consist of tests of compliance with requirements of applicable state laws and regulations of material effect on the financial statements. The examination shall be sufficient in scope so as to render an opinion on the fairness of the representations contained in the individual and combined balance sheets and related statements of revenues and expenditures, and changes in fund equity for the year then ended in accordance with generally accepted accounting principles for state and local governments. If required, the auditor shall also perform tests of compliance with the Federal Office of Management And Budget, and render a separate opinion on the financial statements and tests of compliance in accordance with OMB rules and regulations. Additionally, review of TIF agreements and other intergovernmental agreements that the District currently has in place.
6. An accountant will be available for phone conversation at no additional cost to the District. Also, an accountant will be available to check the status of District 159 financial records in preparation for the annual audit.
7. The audit shall be conducted under the supervision of a licensed Certified Public Accountant experienced and knowledgeable in Illinois school district auditing. The senior field auditor must have three to five years of actual experience in supervising a school district audit. Senior field auditor must be on site during the audit.
8. The auditor shall keep the district apprised of any and all changes in accounting and reporting requirements.
9. The auditor shall serve as a resource and be available for consultation on accounting and internal control issues throughout the fiscal year.
10. The auditor shall present the audit at a regularly scheduled meeting of the Mokena Board of Education.
11. No part of the audit, except for the printing, may be subcontracted.

12. Records of the district shall be audited on site at a space provided by the district. Records shall be returned to the office from which the material was provided.
13. Audit will commence no later than August 1 following the conclusion of the fiscal year to be audited (July 1 through June 30).
14. Completed audit, following consultation with District administration on draft audit, presented to Board of Education **no later than October regular business meeting** of Mokena School District 159 Board of Education (typically on the third Wednesday of October).

II. Receivables. The auditor shall prepare the following printed and bound reports:

1. Comprehensive Annual Financial Report consisting of all general purpose financial statements, combining statements and individual fund statements and supplementary schedules consistent with Government Auditing Standards and the Office of Management and Budget, Audits of States, Local Governments And Non-Profit Organizations.
2. The auditor will provide three (3) preliminary drafts.
3. The auditor will provide nineteen (19) final bound copies, one (1) master unbound set, and one (1) electronic copy.
4. The auditor will provide a Management Letter to the Board of Education. The purpose of the letter shall be to provide known recommendations of the auditor which, if implemented, would in the auditor's opinion, increase efficiency and improve internal accounting control as they relate to the business operations essential to Mokena School District 159. All comments and recommendations shall be provided in advance to the Superintendent in draft form and discussed with the Superintendent, prior to issuance.

D. FEES:

The proposal shall contain a maximum fee for the fiscal year in accordance with the detailed description of services required and be inclusive of all report printing costs. Firms have the flexibility to propose whatever method of compensation that would be to the best mutual benefit of the District and the firm. An equitable adjustment in the proposed fee shall be negotiated if the cost or the time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or provisions to the effect that in the event disclosures in the audit indicate extraordinary circumstances which warrant more intensive and detailed services, the firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the cost of additional services to the school district.

E. ASSISTANCE AVAILABLE TO PROPOSERS

For the past few fiscal years, Mulcahy, Pauritsch, Salvador & Co., Ltd., Certified Public Accountants, were engaged to perform the District's annual audit. The District Business Office shall close and balance all accounts at yearend. Copies of trial balances and assistance from the Business Office staff will be available to the selected firm.

F. PROPOSAL FORMAT

1. **Title Page:** Include the firm's name, address, and name and telephone/fax number of contact person.
2. **Table of Contents:** Include a table of contents identifying sections and/or page numbers
3. **Letter of Transmittal:** Include a statement of your understanding of the work to be done and briefly describe your audit approach applied to reach the objective. State names of the person(s) who will be authorized to make representations for the proposer, their title, addresses and phone numbers.
4. **Profile of the Firm:** Provide an overview of your firm, size, experience of the firm and its key personnel.
5. **Audit Team:** Firm must include details of the proposed audit team to be assigned to the District, including name, and resume. If District invites firm to make a presentation to the Board of Education, the entire audit team will be expected to attend
6. **References:** Provide a list of client officials (with contact information) responsible for at least three current audits
7. **Services to be Provided:** Express agreement to meet the requirement of the engagement as stated in the Scope of Audit and Services Required sections of these guidelines. Provide descriptions of the audit approach, and illustrations of the procedures to be employed. Provide a tentative schedule for performing key phases of the audit and estimated number of hours for each level of staff necessary to complete each phase of the audit.
8. **Fees:** Include the maximum fee (inclusive of all printing of necessary reports) that will be charged each year of the proposal
9. **Additional Information:** Since data not specifically requested must not be included in the foregoing sections, give any additional information considered essential to the proposal in this section. If there is not additional information, please note: "There is no additional information."
10. **Additional Services:** Describe any additional services that your firm may offer the District as well as any associated costs
11. **A sample copy of a completed bound Annual Financial Report prepared by the vendor must be submitted with the proposal**

**Mokena School District No. 159
11244 Willowcrest Lane
Mokena, Illinois 60448**

Assurances and Certifications PART 1

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. Bidder is not subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

Mokena School District No. 159
11244 Willowcrest Lane
Mokena, Illinois 60448

Assurances and Certifications PART 2

SUPPLIER'S/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/contractor does hereby certify that said supplier/contractor is not barred from bidding on the contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
Authorized Agent

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT (Suppliers/Contractors with 25 or More Employees)

As part of its bid, the supplier/contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (Ill.Rev.Stat. ch 127. para. 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance or work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By: _____
Authorized Agent

Does Not Apply (Less than 25 Employees)

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 _____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

Mokena School District No. 159
11244 Willowcrest Lane
Mokena, Illinois 60448

Assurances and Certifications PART 3

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

Equal Employment Opportunity

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.



MOKENA SCHOOL DISTRICT 159 INFORMATION REPORT

Date: February 1, 2013

To: Board of Education
Steve Stein
Superintendent

From: John Troy
Assistant Superintendent of Business

Re: **Resolution Adopting an Amendment to the Mokena School District 159
403(b) Retirement Plan**

A 403(b) government agency plan is in many ways is similar to a private 401(k) plan. Prior to February 2010 our employees who wished to participate in a 403(b) plan had their own separate contract with the 403(b) administrator. The role of the District was to collect the payroll deductions and send them to the plan provider. In 2009 the IRS changed the rules and mandated that each government agency have their own written plan. In February, 2010 the Board adopted a written 403(b) which is in excess of 50 pages.

Article 6 of the plan, attached, states that loans are not permitted. We believe that this is an unnecessary restriction and in these economic times may be a burden to our employees. The funds invested in the plan are solely the employee's funds, no district funds are involved. We have discussed this with our third party administrator, CPI, and allowing loans from the plan would not involve additional administration or cost to the District.

We are currently working with our 403(b) administrator on a amendment to the plan and will present it and an action request for a Resolution Adopting the Amendment to the Mokena School District – 403(b) Retirement Plan at February 20th Board meeting.

under Article 3 of the Plan) selected by the Participant that are in excess of any limitation set forth in the Plan.

ARTICLE 6.

LOANS

- 6.1 **Loans.** No loans shall be permitted under the Plan, notwithstanding the terms of the Individual Agreement(s) controlling the Account assets which may permit loans.

ARTICLE 7.

BENEFIT DISTRIBUTIONS

- 7.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 3.6 (relating to excess Roth 403(b) Contributions, to the extent permitted under the Plan and/or excess Elective Deferrals), Section 5.6 (relating to excess Elective Deferrals and/or excess Roth 403(b) Contributions, to the extent permitted under the Plan), Section 7.6 (relating to withdrawals of amounts rolled over into the Plan, to the extent permitted under the Plan), Section 7.7 (relating to hardship withdrawals, to the extent permitted under the Plan), or Section 11.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreement(s). Notwithstanding the foregoing and in accordance with the terms of the Individual Agreement(s), Elective Deferrals made to an Annuity Contract and corresponding earnings as of December 31, 1988 are "grandfathered" and withdrawal restrictions do not apply to the extent that such amounts can be appropriately identified by the Vendor.
- 7.2 **Benefit Distribution Election.** A Participant (or his or her Beneficiary in the event of the Participant's death) may elect to commence distribution of benefits under the Plan in the event of the Participant's Severance from Employment, death, disability or attainment of age 59 ½ or at any time after the earliest of these



MOKENA SCHOOL DISTRICT 159 **INFORMAION REPORT**

Date: January 28, 2013

To: Board of Education

From: Steve Stein, Superintendent

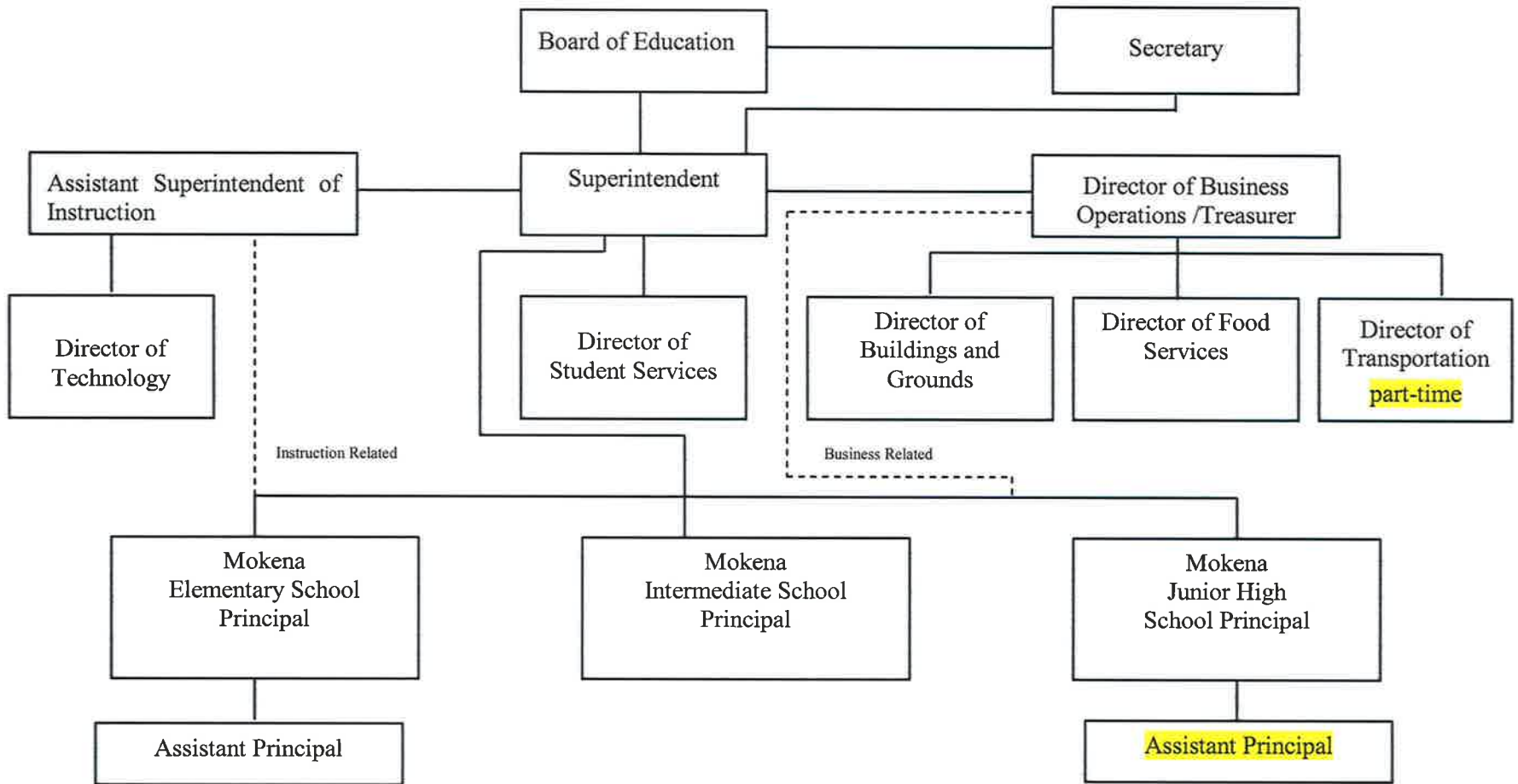
Re: Board Policy

Attached is an updated Administrative Procedure - Organizational chart for Policy 3:30 for your review. Changes have been highlighted in yellow. The changes reflect the current administration breakdown. We are asking approval later in this meeting as we need to provide a General School Administrative chart for our upcoming compliance visit later in the month.

I will be happy to answer any questions you might have regarding this policy update.

General School Administration

Administrative Procedure – Organizational Chart



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

MINUTES

Regular Meeting, January 17, 2013

Minutes of the regular meeting of the Board of Special Education, Will County, Illinois, held at Pioneer Grove Educational Center, 601 Willow Street, Frankfort, Illinois, at 7:00 p.m. on the 17th day January 2013.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Timothy Doyle (District #114), James Gast (District #210), Deborah Kedzior (District #122), Mary Kenny (District #161), Katherine Moore (District #159), Patrick Usher (District #157C)

Staff Present: Dr. Sally H. Bintz, Director
Craig Englert, Assistant Director for Finance and Operations
Cheryl Della Penna, Administrative Assistant
David Ambrecht, District 843 Transportation Supervisor
DiAnne Bielinski, Pioneer Grove Principal
Judy Boyens, District 843 Supervisor
Danielle Devine, District 843 Teacher
Sue Kaczmarczyk, District 843 Supervisor
Holly Kasper, Lincoln-Way Area Special Education Association
Robin Latman, District 843 Supervisor
Sarah Rexroad, District 843 Supervisor

Visitors Present:

III. APPROVAL OF MINUTES OF REGULAR MEETING AND CLOSED SESSION OF DECEMBER 20, 2012

A motion was made by Patrick Usher and seconded by Deborah Kedzior to approve the minutes of the Regular and Closed Session Meetings of December 20, 2012.

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

Voting Abstain: Doyle

Motion carried: 5 Aye, 1 Abstain

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 January 8, 2013 Advisory Meeting.

C. Director's Report

1. *Parent Advisory Council*

Dr. Bintz reported that the Parent Advisory Council held its first meeting of the calendar year on January 7, 2013. The organization is made up of a dynamic group of parents. They are currently working on parent mentoring.

2. *Foundation*

Dr. Bintz informed the Governing Board that the Foundation will hold its third annual fund raiser on March 23, 2013 which is the fashion and variety show and silent auction. This event will take place at the Hickory Creek Middle School. Dr. Bintz provided a program packet for the March 23 fund raiser. The next Foundation meeting is scheduled for February 9, 2013 at Pioneer Grove Educational Center. The Holiday Cash Raffle netted \$600 for the Foundation and \$600 for a winning family.

3. *Quarterly Interim Financial Report*

Mr. Englert reviewed the quarterly interim financial report.

4. *Notices of Discontinuation of Services*

Dr. Bintz reported that member districts not purchasing services from the Cooperative next year notify the Joint Agreement by January 31, 2013.

5. *2013-2014 Projected Classes and Staffing*

Dr. Bintz reviewed the projections for the Cooperative programs and possibility of various changes for classes. At this time Dr. Bintz stated that the IEP placements will drive the number of students that the Cooperative will serve for next year.

6. *Transportation*

Mr. Englert indicated that at this time of the year the five year bus leases are up for renewal. There is a question regarding the leases as a result of District #122 withdrawing from the Cooperative. A committee was formed at the Advisory Committee meeting to get together and discuss transportation and bus leases for next year and to agree to a plan concerning transportation for next year. The details and a recommendation from those committee meetings will be shared at the February Advisory Committee and Governing Board meetings.

7. *Director's Succession Plan*

Board Member Kedzior asked to review the Director's Succession Plan. Dr. Bintz indicated that a subcommittee comprised of Superintendents from Districts 159, 157C, and 161 was formed in the Advisory Committee to spearhead the search. The director stated that it was the intention of the Advisory Committee to speak with Dr. Bintz next month about the plan.

8. *Future Cooperative Growth*

Board Member Kedzior inquired if there were any reports from the administration, director, and superintendents about ideas to make the Cooperative stronger. Dr. Bintz stated that she has scheduled meetings with the Southwest Cooperative and the Lockport Cooperative with regard to sharing resources. Mrs. Kedzior stated that she wants the Superintendents to hear the Governing Board's message. If the Cooperative becomes stronger, she stated it would lessen the impact of District 122 leaving the Cooperative. Mrs. Moore stated this was a good idea.

D. *Principals' Reports*

Mackay Education Center

Dr. Bintz reported that the Mackay Center had two students graduate from the MacTrack Credit Recovery Program during the month of December. A student who had previously dropped out of Mackay came back to complete three credits of correspondence coursework and received his high school diploma. The Mackay students are continuing to accompany Mrs. Nicholson to Encore which is an assisted living facility in New Lenox to earn community service hours. Two students from Mackay were mainstreamed full time back to their home schools at the onset of the second semester. Meetings have been arranged for the Mackay students with the Department of Rehabilitative Services and with the Illinois Department of Employment Security to provide assistance with procuring jobs for the Mackay students. Finally, seven students earned honor roll status for the 2nd quarter of the 2012-13 school year. Grade point averages ranged from 3.111 to 4.0.

Pioneer Grove Educational Center

DiAnne Bielinski reported the multi-needs classes are now utilizing a classroom curriculum specifically designed for children with special learning needs. While the curriculum has the academic content standards (reading, writing, math, science and social studies) the lessons are modified to make sure that all children have a way to participate and learn. There is a strong emphasis on life skills that are embedded in each lesson. DiAnne Bielinski reported 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.

- E. FMLA Requests
Employee 6277, teacher, to begin May 12, 2013.

VI. APPROVAL OF THE CONSENT AGENDA

Acting on the recommendation of the Director, Mary Kenny moved, seconded by Deborah Kedzior, 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
The Financial Statement for the month of December 2012 and investments through January 17, 2013 was presented.
- C. Approval of Personnel Items as Listed:
1. Resignation
Non-Certified Staff
Diane Handing, bus driver, effective December 25, 2012.
Joyce Lindberg, bus monitor, effective December 20, 2012.
 2. Employment
Certified Staff
Diane Petronio, speech/language pathologist, effective January 22 to March 1, 2013, at a rate of \$63.00 per hour.
Non-Certified Staff
Ernest Ciccone, bus driver, at a rate of \$13.50 per hour, effective January 7, 2013.
Joy Lambert, bus monitor, at a rate of \$9.00 per hour, effective January 7, 2013.
Jessica Pacheco, LPN, at a rate of \$18.00 per hour, effective January 14, 2013.
- D. FOIA Request
No requests were received.

CONSENT VOTE:

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

Motion carried: *6 Aye, 0 Nay*

VII. ACTION ITEMS

- A. Categorization of Aides
A motion was made by Patrick Usher and seconded by Mary Kenny to approve the classification of paraprofessionals into the following four categories for seniority purposes beginning with the February 1, 2013 seniority listing:
- ***Multineeds/AIM/STEP***
 - ***Mackay***
 - ***SELF***
 - ***General Paraprofessional***
- Voting Aye:** *Gast, Kedzior, Kenny, Moore, Usher*
Voting Nay: *Doyle*
Motion carried: *5 Aye, 1 Nay*

VII (a). CLOSED SESSION

A motion was made by Timothy Doyle and seconded by Deborah Kedzior to move to closed session at 7:48 p.m. for the purpose of discussing:

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

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

Motion carried: 6 Aye, 0 Nay

OPEN SESSION

A motion was made by Mary Kenny and seconded by Deborah Kedzior to move to return to open session at 7:56 p.m. On voice vote the motion carried.

VIII. INFORMATION ITEMS AND ANNOUNCEMENTS

The next regular meeting of the Board of Special Education will be held at 7:00 p.m. on February 21, 2013 at the Pioneer Grove Educational Center, Frankfort, IL

IX. ADJOURNMENT

A motion was made by Mary Kenny and seconded by Patrick Usher that the meeting be adjourned. All members voted Aye. Motion carried. President Moore declared the meeting adjourned at 7:57 p.m.

Respectfully submitted,
Cheryl A. Della Penna,
Administrative Assistant

President

Secretary



Mokena School District 159

Information Report

Date: January 31, 2013

To: Board of Education
Steve Stein
Superintendent

From: Eileen Parente
Director of Student Services

Re: Addition to Attorney List

The legal pool that the district has participated in through the LWASE Cooperative has been discontinued for the 2013-14 school year. Robbins, Schwartz, Nicholas, Lifton, & Taylor, Ltd. have been providing legal counsel and support to Mokena School District through the LWASE Cooperative legal pool. Mokena has needed to access this service in the past and Robbins, Schwartz, Nicholas, Lifton & Taylor have provided sound advice, especially over the past 3 years, through due process hearings, OCR complaints, ISBE complaints, and ISBE sponsored mediation sessions. Mokena has prevailed in all proceeding. Robbins, Schwartz, Nicholas, Lifton, & Taylor have been extremely instrumental in advising and guiding Mokena through these critical moments. They have availed themselves and have given time beyond the ordinary work day to consult and collaborate with the district special education administrator. The relationship that has been fostered with this firm has been collaborative, supportive, ethical, and above all always placing students first.

We have also inquired about their hourly rate, and they are comparable to our current firm. Robbins, Schwartz, Nicholas, Lifton, & Taylor, Ltd. will be following up with a letter outlining the parameters of the costs per our conversation.

I am available to answer any questions you may have regarding adding this firm to our list. I would hope to have action on this item at the next regular Board meeting.



Mokena School District 159 **Information Report**

Date: January 31, 2013

To: Board of Education
Steve Stein
Superintendent

From: Eileen Parente
Director of Student Services

Re: Posting Positions

Since late November, we have been informing the school board of the impact that discontinuation of services rendered from LWASE Cooperative will have on our district. After careful review by Mr. Troy, Mr. Stein, and I, we have concluded that the cost will be neutral, thus no financial impact.

The district has informed LWASE Cooperative of services that we will discontinue for the 2013-14 school year. This letter was in the Feb. 1, 2013 board brief. With this in mind, it is imperative that we begin planning and preparing for the fall of 2013. There is an urgency to begin the processes necessary to develop comparable programming to that of the Cooperative's. The families and students are accustomed to high quality curriculum, with well trained teachers and support staff, in which every students' needs are identified and met. Mokena School District is committed to providing the same high quality early childhood education programming that our families expect, thus the urgency in beginning process.

Provided with this report is the staffing needs that are anticipated. This was also in the Jan. 11, 2013 board brief. We are planning on posting these positions to begin the process. We have already begun to forward plan for professional development and curriculum planning.

Projected Changes in Staffing Patterns Due to Restructuring of D843

The following reflects the additional staff required to operate and maintain services that are projected to return to District 159. Currently, we hire from D843, 1.0 FTE Social Worker for MES and 10.0 FTE Paraprofessionals for our special education programs. D843 operates our Early Childhood Program as well. We anticipate taking the following services back from the cooperative and operating them through the district:

- Early Childhood Program
- Phonological Program
- Social Worker
- Paraprofessionals
- Private Placements
- Files

Staff Position	Current Year 2012-13				Projected Year 2013-14		Rationale
	MES	MIS	MJH	Total 2012-13	Additional Staff Needs	Total Projected Staff Needs 2013-14	
Early Childhood Teacher	843	—	—	—	2.0	2.0	• D159 to operate, currently operated by D843
Early Start Teacher	1.0	—	—	1.0		1.0	
Resource Teacher	2.0	2.0	3.0	7.0		7.0	
Specialized Inst. Teacher	2.0	1.0	1.0	4.0		4.0	
Speech Pathologist	1.8	0.8	0.2	2.8	1.0	3.8	• Required to meet student needs in EC Program
School Psychologist	0.8	0.4	0.8	2.0	1.0	3.0	• Required to meet student needs in EC Program
Social Worker	843	1.0	1.0	2.0	1.0	4.0	• Required to meet student needs in EC program • D159 to employ 1.0 FTE from D843 budget
Paraprofessional	2.0 + 843	1.0 + 843	843	3.0	13.0	15.0	• D159 to employ 12.0 FTE from D843 budget • Required to meet student needs in EC program
Classified Employee	—	—	—	—	1.0	1.0	• Required for administrative services being taken back from the cooperative
TOTAL	9.6	6.2	6.0	21.8	+19.0	40.8	

ACTION REQUESTS



MOKENA SCHOOL DISTRICT 159 **ACTION REQUEST**

Date: February 1, 2013

To: Board of Education

From: Steve Stein, Superintendent

Re: Board Policy

I am requesting approval for Board Policy 3:30-AP General School Administration presented earlier under Information Reports.

Recommended Motion:

".....move to approve Policy 3:30-AP as presented."

Moved By: _____

Seconded By: _____



MOKENA PUBLIC SCHOOLS

DISTRICT 159

ACTION REQUEST

DATE: February 6, 2013

TO: Steve Stein, Superintendent

FROM: Board of Education

RE: Agreement between Mokena School District and Mokena Burros and the Lincoln-Way Blue Demons

After the review of the revised Agreement between Mokena School District and Mokena Burros and the Lincoln-Way Blue Demons, for the purpose of athletic fields use, the following motion would be appropriate.

Recommended motion:

"The Board of Education accepts the Agreement between the Mokena Burros, the Lincoln-Way Blue Demons and Mokena School District 159 as presented on February 6, 2013."

First: _____

Seconded: _____

OR:

Recommended motion:

"The Board of Education accepts the Agreement between the Mokena Burros, the Lincoln-Way Blue Demons and Mokena School District 159 per attorney review as presented on February 6, 2013."

First: _____

Seconded: _____