

**MARENGO HIGH SCHOOL DISTRICT POLICY MANUAL**  
**TABLE OF CONTENTS**  
**GENERAL SCHOOL ADMINISTRATION**

3:10	Goals and Objectives
3:20	<b>OPEN</b>
3:30	Line and Staff Relations
	3:30-APAdministrative Procedure – Organizational Chart
3:40	Superintendent
3:50	Administrative Personnel Other Than the Superintendent
3:60	Administrative Responsibility of the Building Principal
3:70	Succession of Authority

## **General School Administration**

### **Goals and Objectives**

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

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

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

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

ADOPTED: AUGUST 8, 2011

## **General School Administration**

### **Line and Staff Relations**

The Superintendent shall develop an organizational chart indicating the channels of authority and reporting relationships for school personnel. These channels should be followed, and no level should be by-passed except in unusual situations.

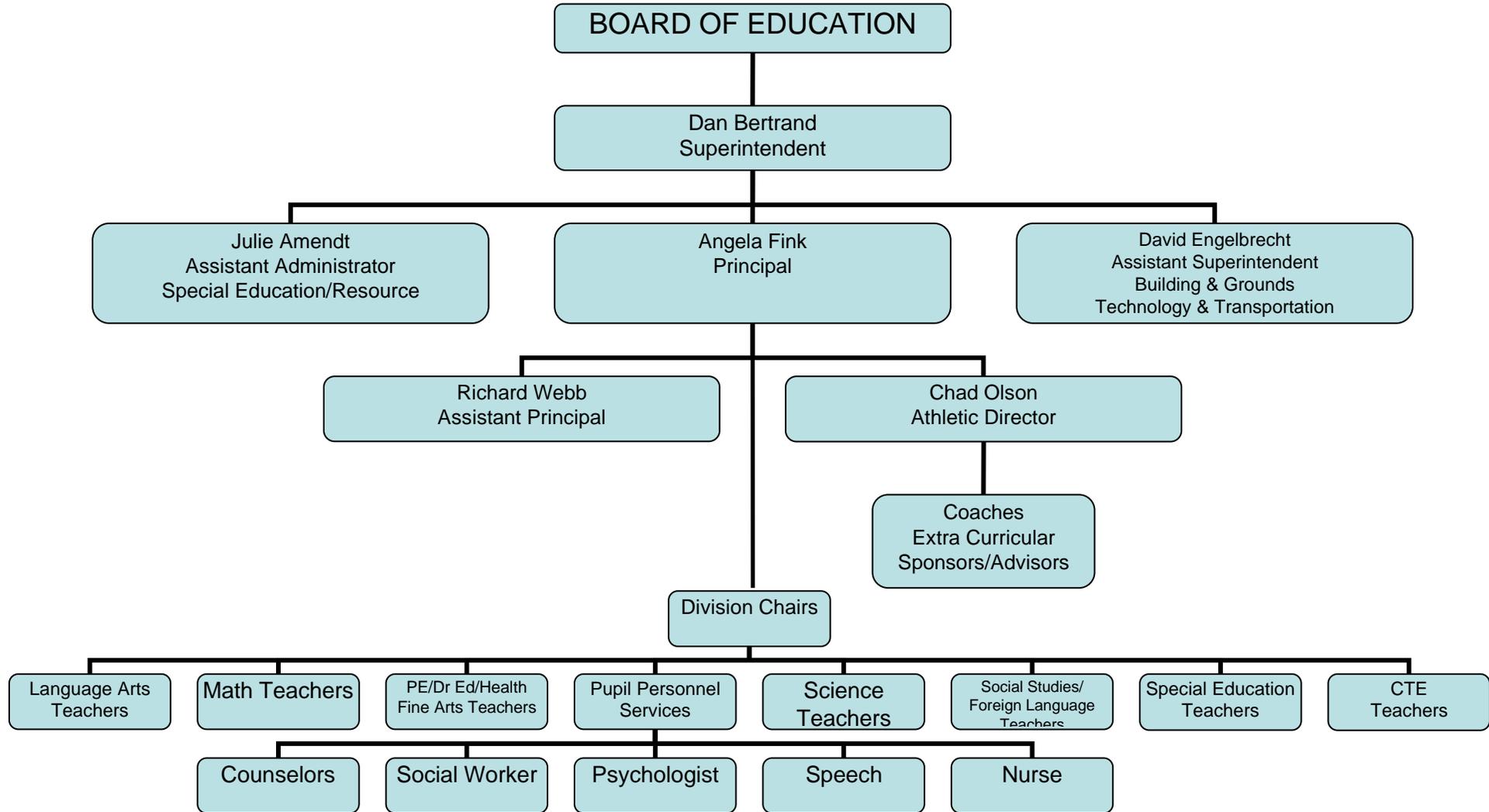
All personnel should refer matters requiring administrative action to the responsible administrator, and may appeal a decision to a higher administrative officer. Whenever possible, each employee should be responsible to only one immediate supervisor. Where this is not possible, the division of responsibility must be clear.

CROSS REF.: 2:140, 8:110

ADOPTED: AUGUST 27, 1998

# General School Administration

## Organizational Chart



## **General School Administration**

### **Superintendent**

#### Duties and Authority

The Superintendent is the District's executive officer and is responsible for the administration and management of the District schools in accordance with School Board policies and directives, and State and federal law. District management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law. The Superintendent is authorized to develop administrative procedures and take other action as needed to implement Board policy and otherwise fulfill his or her responsibilities. The Superintendent may delegate to other District staff members the exercise of any powers and the discharge of any duties imposed upon the Superintendent by Board policies or by Board vote. The delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action that was delegated.

#### Qualifications

The Superintendent must be of good character and of unquestionable morals and integrity. The Superintendent shall have the experience and the skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent must have and maintain a Professional Educator License with a superintendent endorsement issued by the Illinois State Educator Preparation and Licensure Board.

#### Evaluation

The Board will evaluate, at least annually, the Superintendent's performance and effectiveness, using standards and objectives developed by the Superintendent and Board that are consistent with the Board's policies and the Superintendent's contract. A specific time should be designated for a formal evaluation session with all Board members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

The Superintendent shall annually present evidence of professional growth through attendance at educational conferences, in-service training, or similar continuing education pursuits.

#### Compensation and Benefits

The Board and the Superintendent shall enter into an employment agreement that conforms to Board policy and State law. This contract shall govern the employment relationship between the Board and the Superintendent. The terms of the Superintendent's employment agreement, when in conflict with this policy, will control.

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-23.8, 5/21B-20, 5/21B-25, 5/24-11, and 5/24A-3.  
23 Ill.Admin.Code §§1.310, 1.705, and 29.130.

CROSS REF: 2:20 (Powers and Duties of the School Board; Indemnification), 2:130 (Board-Superintendent Relationship), 2:240 (Board Policy Development), 3:10 (Goals and Objectives)

ADOPTED: JUNE 29, 2015

## General School Administration

### Exhibit - Checklist for the Superintendent Employment Contract Negotiation Process

The School Board hires and employs the Superintendent. The Superintendent shall be in charge of the administration of the schools under the direction of the Board, through its policies. See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7. As an effective employer, the Board must develop and maintain a productive relationship with the Superintendent. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent**, at:

[www.iasb.com/pdf/found\\_prin.pdf](http://www.iasb.com/pdf/found_prin.pdf).

The foundation for a productive employment relationship begins when the Board identifies the most qualified superintendent candidate (*successful superintendent candidate*) after an established interview process. The Board then extends an offer of employment to the successful superintendent candidate. The employment search process and resulting relationship should consist of mutual respect and a clear understanding of respective roles, responsibilities, and expectations. This relationship should begin with the Board's policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See *Principles* at:

[www.iasb.com/pdf/found\\_prin.pdf](http://www.iasb.com/pdf/found_prin.pdf).

Below, the *Checklist for the Superintendent Employment Contract Negotiation Process (Checklist)* provides a column entitled **Superintendent Contract Term Considerations for the Board**. It lists common superintendent employment contract terms and points of consideration for boards to prepare for during the contract formation process. Another column entitled **Explanation, Special Considerations, and Resources** provides extra information about these common superintendent employment contract terms.

The *Checklist* is intended to serve as a resource to educate and guide the Board through the employment contract negotiation process with its successful superintendent candidate. Board members who are educated about the content within the *Checklist* are crucial to successful negotiation processes. An educated contract formation and negotiation process, along with a well-written contract and job description for the Superintendent, all set the foundation for mutual respect and a clear understanding of the Board and Superintendent's respective roles, responsibilities, and expectations.

Prior to providing the successful superintendent candidate an offer for employment and contract for review, consideration, and negotiation, consult the Board Attorney about the *Checklist* and the scope of the terms the Board wishes to offer the successful superintendent candidate. The Board and the successful superintendent candidate should expect and encourage the other to seek the advice of their respective attorneys during the employment contract formation process.

Many attorneys agree and best practices suggest that boards and successful superintendent candidates work with their own separate attorneys in an amicable and cooperative manner to complete the employment contract negotiation process.

**Board Attorney.** Prior to providing any successful superintendent candidate with an offer for employment and a contract for review, consideration, and negotiation, best practices suggest consulting the Board Attorney about the *Checklist*. **Note:** Boards should view a successful superintendent candidate retraining his or her own attorney as a best practice (as opposed to a warning sign). Each party is beginning the employment relationship in a cooperative manner to set an appropriate foundation to the future working relationship.

**Power and Duties of the Superintendent**

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
Duties	<p>Does the Board enumerate the duties of the Superintendent in the employment contract?</p> <ol style="list-style-type: none"> <li>1. Are the statutory duties of the Superintendent listed?</li> <li>2. Has the Board incorporated policy references to the other duties related to the Superintendent's employment?</li> </ol> <p>See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7.</p>
Full-time, Attention and Energy Clause	<p>How will the Board address outside activities of the Superintendent?</p> <ol style="list-style-type: none"> <li>1. How will the Board define <i>outside activities</i>?</li> <li>2. Will the Board restrict the Superintendent from engaging in outside activities during the term of the employment contract?</li> <li>3. Will the Board require approval/notification before the Superintendent engages in outside activities?</li> </ol>

 **Employment and Compensation**

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
Duration of Contract	<p>A superintendent's employment contract may not exceed five years. If its duration is two to five years, the contract must reference goals and suspension of tenure.</p> <p>No performance-based contract shall be extended or rolled over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. See 105 ILCS 5/10-23.8.</p> <p>If the duration is one year or less, then the contract need not reference goals or suspension of tenure.</p>
Salary	<p>Special Considerations for the Board may include:</p> <ol style="list-style-type: none"> <li>1. What is the estimated Board contribution to the Teachers' Retirement System (TRS) for any raises above six percent prior to retirement?</li> <li>2. What is the <i>cost shift</i> implication for the District if the Board offers or later agrees to a salary that is</li> </ol>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>equal to or greater than the governor’s statutory salary of \$177,412 (P.A. 100-23 now makes school districts responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member’s salary that exceeds \$177,412)?</p> <p>3. Do any administrative cost cap triggers exist (105 ILCS 5/17-1.5)?</p> <p>Items the Board may see the successful superintendent candidate request of it:</p> <ol style="list-style-type: none"> <li>1. A fixed salary for each year of the contract.</li> <li>2. A guaranteed minimum salary.</li> <li>3. Compensation increases.</li> </ol>
Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)	<p>How does the Board want to address:</p> <ol style="list-style-type: none"> <li>1. Pension contributions (TRS-THIS)?</li> <li>2. Inclusion of salary and other compensation in the payment of TRS and THIS? Or, will TRS and THIS be in addition to salary and other compensation?</li> <li>3. Unforeseen pension reform issues?</li> </ol>

**Conditions of Employment**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Administrative License	Does the Board want to require the successful superintendent candidate to guarantee that as the future Superintendent of the District, he or she has and will maintain the appropriate licensure throughout the employment contract?
Criminal Background Check Law	105 ILCS 5/10-21.9. See also <b>PRESS</b> sample policy 5:30, <i>Hiring Process and Criteria</i> and the subhead entitled <b>Fingerprint-based Criminal History Records Information Check</b> in administrative procedure 5:30-AP2, <i>Investigations</i> .
Other Background Check Laws	Does the Board want to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9 and discussed above? If yes, consult the Board Attorney and consider the following laws:

<p><b>Superintendent Contract Term Considerations for the Board</b></p>	<p><b>Explanation, Special Considerations, and Resources</b></p>
	<p>15 U.S.C. § 1681 <i>et seq.</i>, Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party <i>consumer reporting agencies</i>, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice requirements when gathering information from a consumer.</p> <p>820 ILCS 75/, Ill. Job Opportunities for Qualified Applicants Act, prohibits employers from inquiring about an applicant’s criminal history until the application has been determined qualified and notified that he/she has been selected for an interview (<i>a/k/a ban the box law</i>).</p> <p>820 ILCS 55/, Ill. Right to Privacy in the Workplace Act, prohibits employers from:</p> <ol style="list-style-type: none"> <li>1. Requesting, coercing, or requiring any employee or prospective employee to provide a user name and password for any personal online account;</li> <li>2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual’s personal online account; and</li> <li>3. Taking an adverse employment action against an individual (including refusal to hire) based on that individual’s use of a lawful product off District property during nonworking hours, i.e., tobacco or alcohol.</li> </ol> <p>820 ILCS 70/, Ill. Employee Credit Privacy Act, prohibits employers from inquiring into an individual’s credit history or taking action against an employee based such history unless a satisfactory credit history is a <i>bona fide occupational requirement</i>, which is further defined in the statute. The job descriptions of superintendents generally meet this standard because they: (1) describe a managerial position that involves direction of school districts; (2) include signatory power over more than \$100; and</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	(3) involve having access to confidential and financial information. <b>Note:</b> Any one of these grounds alone is sufficient.
Medical Examination	<p>105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases.</p> <p>The ADA allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. Part 1630.2(r).</p> <p>See also <b>PRESS</b> sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 16 and 17.</p>
Tenure	<p><u>Suspension of Tenure</u></p> <p>With multi-year contracts and multi-year extensions, superintendents waive their rights to tenure in a school district, but no previously acquired tenure may be lost.</p> <p><u>Continued Tenure</u></p> <p>Superintendents serving multiple one year contracts may still accrue service toward and acquire tenure.</p> <p>See 105 ILCS 5/10-23.8 and the <i>Duration of Contract</i> row in the <b>Employment and Compensation</b> checkbox, above.</p>

Evaluations and Goals

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Board Goals and Indicators of Student Performance and Academic Achievement for the Superintendent	<p>105 ILCS 5/10-23.8 requires each performance-based contract to include the goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of the Superintendent and other information as the Board may determine.</p> <p>Regarding its goals and indicators, has the Board:</p>

<p><b>Superintendent Contract Term Considerations for the Board</b></p>	<p><b>Explanation, Special Considerations, and Resources</b></p>
	<ol style="list-style-type: none"> <li>1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states “and other information as the Board may determine”)?</li> <li>2. Included them in the body of the employment contract? Or as an exhibit to it?</li> <li>3. Set them to be:               <ol style="list-style-type: none"> <li>a. Measurable and achievable, i.e., are they within the Superintendent’s control?</li> <li>b. Objective, subjective or a combination of both?</li> </ol> </li> <li>4. Set a timeline for achievement, and if so is it on an:               <ol style="list-style-type: none"> <li>a. Annual basis?</li> <li>b. Prior to completion of the employment contract?</li> </ol> </li> <li>5. Set them as procedural, substantive, or a combination of both?</li> </ol> <p>For more information about setting goals and indicators for superintendents regarding student performance and academic achievement, see:</p> <p>IASB’s <i>Field Services Catalog</i> at: <a href="http://www.iasb.com/pdf/fieldservicecatalog.pdf">www.iasb.com/pdf/fieldservicecatalog.pdf</a>.</p> <p>Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for school boards to hold their superintendents accountable for district performance, including academic achievement:</p> <p><i>Setting District Goals and Direction</i> (leads a board and superintendent to develop their own district-language for specific measurable, and attainable goals and indicators)</p> <p><i>The Superintendent Evaluation Process</i> (describes an effective method of holding the superintendent accountable)</p> <p><i>The Board and its Superintendent</i> (workshop assisting a board in developing an effective relationship with its superintendent).</p>
<p>Superintendent Evaluation</p>	<p>Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20,</p>

<p><b>Superintendent Contract Term Considerations for the Board</b></p>	<p><b>Explanation, Special Considerations, and Resources</b></p>
	<p>5/10-23, and 5/10-23.8 require the Board to:</p> <ol style="list-style-type: none"> <li>1. “Direct, through policy, its superintendent in his or her charge of the administration of the school district;” and</li> <li>2. Evaluate the superintendent in his or her “administration of school board policies and his or her stewardship of the assets of the district.”</li> </ol> <p>How will the Board evaluate the successful superintendent candidate upon its outlined goals and indicators?</p> <p>Does the Board state when it will evaluate the successful superintendent candidate upon the goals and indicators that it set? <b>Note:</b> Some districts do not consider the superintendent evaluation to be a <i>one-time event</i> and put an on-going process into place. Contrast other districts, which depending upon their preferences, generally find the best time of year to evaluate is in the winter or early springtime.</p> <p>Is the Board or the successful superintendent candidate responsible to trigger the components of the Superintendent’s evaluation process?</p> <p>What evaluation instrument will be used? How will the evaluation be documented?</p> <p>Will an evaluation instrument be outlined by the Board in its employment contract with the successful superintendent candidate?</p> <p>Is the evaluation instrument the Board will use tied to its goals and indicators of student performance and academic improvement and other information as the Board may determine?</p> <p>For more information about best practices when planning for and evaluating the Superintendent, see: <i>The Superintendent Evaluation Process</i> at: <a href="http://www.iasb.com/training/superintendent-evaluation-process.pdf">www.iasb.com/training/superintendent-evaluation-process.pdf</a>;</p> <p>IASB’s <i>Foundational Principles of Effective Governance</i>, <b>Principle 3. The board employs a superintendent</b>, at: <a href="http://www.iasb.com/principles.cfm">www.iasb.com/principles.cfm</a>; stating “the board employs and evaluates one</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	person — the superintendent — and holds that person accountable for district performance and compliance with written board policy”.

**Expenses and Benefits**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Expenses	<p>How will the Board address expenses in its employment contract negotiations with the successful superintendent candidate?</p> <p><u>Business</u></p> <ol style="list-style-type: none"> <li>1. What standard will the Board use, e.g., reasonable, itemized, etc.?</li> <li>2. Will the Board designate the Board President or another individual to review and/or approve the Superintendent’s expenses?</li> </ol> <p><u>Transportation</u></p> <p>Will the Board reimburse travel? If yes, what types of travel will the board reimburse? Some transportation topics that successful superintendent candidates request discussion about include:</p> <ol style="list-style-type: none"> <li>1. Vehicle insurance reimbursement(s)</li> <li>2. Vehicle repair reimbursement(s)</li> <li>3. A travel allowance only at either a set amount or the District’s per mile rate</li> <li>4. A vehicle</li> <li>5. Out-of-district travel</li> </ol>
Insurance	<p>Will the Board address insurance in its employment contract negotiations with the successful superintendent candidate?</p> <p>Some items successful superintendent candidates request include:</p> <ol style="list-style-type: none"> <li>1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums.</li> <li>2. Specific insurance coverages from the Board, such</li> </ol>

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
	as health, dental, vision, life, disability, etc.
Vacation	<p>Will the Board address vacation days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. How many days?</li> <li>2. Will vacation days accumulate? And, if so, how?</li> <li>3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking a vacation? If yes, describe the process.</li> <li>4. Will the Board address reimbursement for unused days?</li> </ol>
Sick Leave/Days	<p>Will the Board address sick days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Will sick leave be limited to annual sick leave days in the District’s teachers’ contract?</li> <li>2. How will sick day accumulation be addressed?</li> <li>3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking or upon returning from a sick day? If yes, describe the process.</li> </ol>
Professional Activities and Organizations   Memberships in Community Organizations	<p>Will the Board address memberships in professional activities/organizations and/or community organizations its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. How many organizations will the Board allow the Superintendent to join?</li> <li>2. Which organizations will be allowed?</li> <li>3. What is the Board’s limit for the cost of dues to professional organizations?</li> </ol>
Retirement	<p>Will the Board address any type of payment(s) upon the Superintendent’s retirement? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Has the Board thoroughly examined and</li> </ol>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>addressed:</p> <ul style="list-style-type: none"> <li>a. Any consequences or other penalties to it?</li> <li>b. The impact of any prior salary increases?</li> <li>c. Potential pension reform issues?</li> </ul> <p>2. Often, a successful superintendent candidate’s attorney has interest in the following issues:</p> <ul style="list-style-type: none"> <li>a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc.</li> <li>b. Whether a potential retirement payment will be properly creditable for TRS purposes. <b>Note:</b> Ultimately, only TRS has the authority to determine creditability.</li> </ul>
Annuities and Other Deferred Compensation	<p>Will the Board address any type of annuities and other deferred compensation issues? If yes, then:</p> <ul style="list-style-type: none"> <li>1. Will it offer such compensation in addition to the Superintendent’s agreed-upon salary?</li> <li>2. Will it contribute creditable earnings for TRS purposes?</li> </ul>

**Changes to the Superintendent’s Employment Contract**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Non-Renewal at End of Contract	<p>How will the Board and successful superintendent candidate agree to address orderly end to the employment contract when the Board chooses not to renew it?</p> <ul style="list-style-type: none"> <li>1. Will there be a non-renewal notification date? Do both parties’ attorneys find it reasonable?</li> <li>2. Will the Board require the Superintendent to remind it of the non-renewal date?</li> <li>3. Will there be any agreement to a clause for an automatic one-year renewal if the Board fails to provide end-of-contract non-renewal notification?</li> <li>4. Will the Board agree to language in the employment contract that would provide the Superintendent with a hearing upon non-renewal?</li> </ul>
Renewal at End of Contract	Will the Board agree to a procedure for renewing the

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
	<p>employment contract at its end? If yes, then:</p> <ol style="list-style-type: none"> <li>1. What date would be the earliest that the Board could renew its employment contract with the Superintendent?</li> <li>2. What criteria will the Board base its renewal upon? For example, some boards base renewal upon superintendents achieving their stated goals and indicators of student performance and academic improvement and other information they required.</li> </ol>
<p>Contract Extensions</p>	<p>Will the Board agree to allow for an extension of its employment contract during its term? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Will the Board agree to extend it during its term if the Board determines that the Superintendent successfully met all of the Board’s stated goals and indicators of student performance and academic improvement and other information it required?</li> <li>2. Will the Board agree to extend a one-year contract when the Superintendent is not required to meet any goals?</li> </ol> <p>See 105 ILCS 5/10-23.8.</p>
<p>Terminations</p>	<p>If the successful superintendent candidate accepts employment with the Board and becomes the Superintendent, how will the Board outline the grounds and procedures for terminating the Superintendent’s employment during the contract’s term?</p> <ol style="list-style-type: none"> <li>1. Will the Board and the successful superintendent candidate agree to terminate it upon mutual agreement?</li> <li>2. Will the Board allow retirement to be an appropriate reason for terminating its employment contract with the Superintendent? And if so, will the Board require reasonable notice from its Superintendent?</li> <li>3. Could either the Board or Superintendent terminate the employment contract without cause by providing notice to the other?</li> <li>4. Will the Board terminate the employment contract</li> </ol>

<p><b>Superintendent Contract Term Considerations for the Board</b></p>	<p><b>Explanation, Special Considerations, and Resources</b></p>
	<p>for permanent disability of the Superintendent?</p> <ul style="list-style-type: none"> <li>a. How will the Board define permanent disability in the contract?</li> <li>b. Will the Board require the Superintendent to obtain a permanent disability determination through physician certification, and/or</li> <li>c. Will the Board consider duration of absence; e.g., 90-days or exhaustion of sick leave, whichever is greater?</li> </ul> <p>See <b>PRESS</b> sample policy 5:180, <i>Temporary Illness or Temporary Incapacity</i>.</p> <ul style="list-style-type: none"> <li>5. What standard will the Board use to terminate the employment contract for cause? Items to consider include:                             <ul style="list-style-type: none"> <li>a. Any conduct detrimental/prejudicial to the District;</li> <li>b. Just cause;</li> <li>c. Sufficient to dismiss a tenured teacher;</li> <li>d. Material breach of contract; or</li> <li>e. Not arbitrary and capricious.</li> </ul> </li> <li>6. Will the Board agree to provisions for hearing and due process for the Superintendent?</li> <li>7. How will the Board address death of its Superintendent during the duration of the employment contract?</li> </ul>
<p>Liquidated Damages</p>	<p>Will the Board agree to liquidate damages with its Superintendent if one or the other terminates the employment contract?</p> <ul style="list-style-type: none"> <li>1. Have both the Board and the successful superintendent candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys?</li> <li>2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Superintendent?</li> </ul>
<p>Amendments</p>	<p>How will the Board and Superintendent agree to allow for amendments to the employment contract?</p>

**What technical clauses need to be in the Superintendent’s employment contract?**

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
<p>Technical clauses (common in contracts)</p>	<p>If the employment contract contains any of the following technical provisions, have the Board Attorney and Superintendent’s attorney reviewed them?</p> <ol style="list-style-type: none"> <li>1. Notice</li> <li>2. Applicable law</li> <li>3. Headings and numbers</li> <li>4. Complete understanding, i.e., do the Board members and Superintendent share the same understanding of the various provisions written in the employment contract?</li> <li>5. Counterparts</li> <li>6. Effect of Policy Amendments</li> <li>7. Severability</li> <li>8. Advice of Counsel</li> </ol>

**Miscellaneous Issues**

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
<p>Board Obligations Under the Employment Contract</p>	<p>Do all members of the Board understand the District’s obligations under the employment contract and what not complying with them will mean to the District?</p> <p>Specifically, are Board members aware of the Board’s specific obligations regarding:</p> <ol style="list-style-type: none"> <li>1. The Superintendent Evaluation</li> <li>2. Goal setting</li> <li>3. Required notifications/actions by each party prior to termination of the employment contract</li> </ol>
<p>Ongoing Monitoring of Each Party’s Compliance with the Contract</p>	<p>Are the Board and Superintendent actually complying with the terms of the employment contract? Has the Board Attorney explained how the Board should monitor compliance with the employment contract?</p>
<p>Legislative Issues</p>	<p>How might pending pension reform legislation or other trending legislation affect the employment contract?</p>

## **General School Administration**

### **Administrative Personnel Other Than the Superintendent**

#### Duties and Authority

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

#### Qualifications

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

#### Evaluation

The Superintendent or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board.

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

#### Administrative Work Year

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

#### Compensation and Benefits

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

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

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

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

CROSS REF: 3:60 (Administrative Responsibility of the Building Principal), 5:30 (Hiring  
Process and Criteria), 5:250 (Leaves of Absence)

ADOPTED: JUNE 29, 2015

## **General School Administration**

### **Administrative Responsibility of the Building Principal**

#### Duties and Authority

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

#### Evaluation Plan

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

#### Qualifications and Other Terms and Conditions of Employment

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

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

CROSS REF.: 3:50 (Administrative Personnel Other Than the Superintendent), 5:250 (Leaves of Absence)

ADOPTED: JUNE 29, 2015

**General School Administration**

**Exhibit - Reporting Requirements for Building Principals Concerning School Safety and Security**

The Building Principal shall comply with all State law reporting requirements for Principals. Compliance with the State law reporting requirements is required by Board policy 3:60, *Administrative Responsibility of the Building Principal*, in its mandate to “perform all duties as described in State law.” The specific statute identified in the following table should be checked for current requirements. This list of required reports may not be exhaustive.

<b>Mandated Reports Concerning School Safety and Security</b>	<b>Resources</b>
<p><b>A student or other person poses a clear and present danger to himself, herself, or others.</b></p> <p>This report is made to the Department of State Police within 24 hours after the Principal makes this determination.</p> <p>This report is required by the Firearm Concealed Carry Act, 430 ILCS 66/105 and 405 ILCS 5 /6-103.3, added by P.A. 98-63. The Principal may delegate making reports concerning students, but not otherwise.</p> <p><i>Clear and present danger</i> is defined in 430 ILCS 65/1.1, as a person who:</p> <ul style="list-style-type: none"> <li>(1) communicates a serious threat of physical violence against a reasonably identifiable victim or poses a clear and imminent risk of serious physical injury to himself, herself, or another person as determined by a physician, clinical psychologist, or qualified examiner; or</li> <li>(2) demonstrates threatening physical or verbal behavior, such as violent, suicidal, or assaultive threats, actions, or other behavior, as determined by a physician, clinical psychologist, qualified examiner, school administrator, or law enforcement official.</li> </ul> <p>State Police rules implementing this duty to report are found in 20 Ill.Admin.Code §1230.120(b), and state:</p> <ul style="list-style-type: none"> <li>b) Law enforcement officials and school administrators shall report determinations of a clear and present danger directly to the Department [Department of State Police]. The Department shall make a form and instruction for the reporting available to law enforcement officials and school administrators on its website.</li> </ul>	<p>The State Police have posted information and instructions at: <a href="http://www.isp.state.il.us/foid/foid-clear-present-danger.cfm">www.isp.state.il.us/foid/foid-clear-present-danger.cfm</a>.</p> <p>The reporting form is at: <a href="http://www.isp.state.il.us/docs/2-649.pdf">www.isp.state.il.us/docs/2-649.pdf</a>.</p> <p>3:60, <i>Administrative Responsibility of the Building Principal</i></p> <p>7:340, <i>Student Records</i></p> <p>7:340-AP1, <i>School Student Records</i></p>

<p align="center"><b>Mandated Reports Concerning School Safety and Security</b></p>	<p align="center"><b>Resources</b></p>
<p>1) Clear and present danger reporting shall be used by the Department to identify persons who pose an actual, impending, or imminent threat of substantial bodily harm to themselves or another person that is articulable and significant or who will be likely to act in a manner dangerous to public safety or contrary to the public interest if they were granted access to a weapon.</p> <p>2) Clear and present danger reporting shall be made consistent with the Family Educational Rights and Privacy Act (20 USC 1232g) to assist the Department with protecting the health and safety of the public by denying persons who present a clear and present danger from having lawful access to weapons.</p>	
<p><b>A student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability.</b></p> <p>This report is made to the Ill. Department of Children and Family Services (DCFS) immediately upon suspicion or receipt of knowledge. The DCFS Child Abuse Hotline is 800/25-ABUSE or 217/524-2606.</p> <p>In addition to the Principal, all school personnel are required to make this report. A staff member should inform the Principal if he or she made a report; the Principal should inform the Superintendent of any report made.</p> <p>This report is required by the Abused and Neglected Child Reporting Act, 325 ILCS 5/4. A willful failure to make the report to DCFS is a crime.</p>	<p>Information and directions are available from the Department of Children and Family Services at:  <a href="http://www.state.il.us/dcfcs/child/index.shtml">www.state.il.us/dcfcs/child/index.shtml</a>.</p> <p>5:90, <i>Abused and Neglected Child Reporting</i></p> <p>7:190-AP6, <i>Administrative Procedure - Guidelines for Investigating Sexting Allegations</i></p>
<p><b>Child pornography is discovered on electronic and information technology equipment.</b></p> <p>This report is made immediately to local law enforcement, or the National Center for Missing and Exploited Children’s CyberTipline 800/843-5678 or online at <a href="http://www.CyberTipline.com">www.CyberTipline.com</a>.</p> <p>According to 325 ILCS 5/4.5,</p> <p><i>Electronic and information technology equipment means, equipment used in the creation, manipulation, storage, display, or transmission of data, including internet and intranet systems, software applications, operating systems, video and</i></p>	<p>5:90, <i>Abused and Neglected Child Reporting</i></p>

<b>Mandated Reports Concerning School Safety and Security</b>	<b>Resources</b>
<p>multimedia, telecommunications products, kiosks, information transaction machines, copiers, printers, and desktop and portable computers. (Italics added.)</p> <p>An electronic and information technology equipment worker or the worker's employer is required to make this report by 325 ILCS 5/4.5.</p>	
<p><b>Hazing resulted in bodily harm to any person.</b></p> <p>This report is required when a Principal or other school personnel or volunteer observes hazing.</p> <p>This report is made to the Superintendent or other supervising authority or, in the event of death or great bodily harm, to law enforcement. The statute does not provide a deadline for making the report, but making the report immediately is prudent.</p> <p>Failure to make this report is a crime. 720 ILCS 5/12C-50.1, added by P.A. 98-393.</p>	<p>5:90, <i>Abused and Neglected Child Reporting</i></p> <p>7:190, <i>Student Discipline</i></p>
<p><b>The person enrolling a student fails to provide a certified copy of the student's birth certificate within 30 days of enrolling the student.</b></p> <p>The Superintendent is required to make this report and designates the Principal to make it on his or her behalf. The report is made to local law enforcement.</p> <p>This report is required by the Missing Children Records Act (325 ILCS 50/) and the Missing Children Registration Law (325 I ILCS 55/).</p>	<p>7:50, <i>School Admissions and Student Transfers To and From Non-District Schools</i></p> <p>7:50-AP, <i>School Admissions and Student Transfers To and From Non-District Schools</i></p>
<p><b>A drug violation occurred on school property, including any conveyance used to transport students, or within 1000 feet of the school.</b></p> <p>This report is made to the municipal police department or office of the county sheriff of the municipality or county where the school is located within 48 hours of becoming aware of the drug violation. The statute sets forth specific drug violations that will trigger this duty to report; however, best practice suggests reporting any drug violation. The Principal may delegate the making of this report.</p> <p>This report is required by the School Reporting of Drug Violations Act, 105 ILCS 127/.</p>	<p>3:60, <i>Administrative Responsibility of the Building Principal</i></p>
<p><b>The safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by</b></p>	<p>7:190, <i>Student Discipline</i></p> <p>3:60, <i>Administrative Responsibility of</i></p>

<p align="center"><b>Mandated Reports Concerning School Safety and Security</b></p>	<p align="center"><b>Resources</b></p>
<p><b>illegal use or possession of weapons, or by illegal gang activity.</b></p> <p>If this occurs, the Principal is required to utilize the resources of proper law enforcement agencies. 105 ILCS 5/10-21.4a, amended by P.A. 98-59.</p>	<p><i>the Building Principal</i></p>
<p><b>Sex offender information is available.</b></p> <p>This report is made to the parents/guardians of students at either registration or parent-teacher conferences.</p> <p>Either a Principal or teacher may notify the parents/guardians that information about sex offenders is available on the Illinois State Police website.</p> <p>This report is required by the Sex Offender Community Notification Law, 730 ILCS 152/ and 154/.</p>	<p>4:170, <i>Safety</i></p> <p>4:170-AP2, <i>Criminal Offender Notification Laws</i></p> <p>4:170-AP2, E1, <i>Informing Parents About Offender Community Notification Laws</i></p>
<p><b>A student committed a criminal offense.</b></p> <p>This report is made to local law enforcement agencies as part of a reciprocal reporting system between the School District and local law enforcement agencies. No specified time period is stated in the statute.</p> <p>A reciprocal reporting system is required by 105 ILCS 5/10-20.14.</p>	<p>2:150, <i>Committees</i></p> <p>7:190-AP3, <i>Guidelines for Reciprocal Reporting of Criminal Offenses Committed by Students</i></p>
<p><b>A person on school grounds possesses a firearm.</b></p> <p>This report is made to a local law enforcement agency immediately after receiving a report of a person on school grounds possessing a firearm. The Principal may delegate the making of this report.</p> <p>This report is required by 105 ILCS 5/10-27.1A.</p>	<p>7:190, <i>Student Discipline</i></p>
<p><b>A student engaged in aggressive behavior.</b></p> <p>This report is made to the parent/guardian of a student who engaged in aggressive behavior including, without limitation, bullying.</p> <p>This report is required by 105 ILCS 5/10-20.14. The report may be made by anyone in the District, but as the Principal is in charge of the building, the Principal or designee should make the report. No specific time period is stated in the statute.</p>	<p>7:180, <i>Preventing Bullying, Intimidation, and Harassment</i></p> <p>7:190, <i>Student Discipline</i></p> <p>7:190-E1, <i>Aggressive Behavior Reporting Letter and Form</i></p>

## **General School Administration**

### **Succession of Authority**

If the Superintendent, Building Principal, or other administrator is temporarily unavailable, the succession of authority and responsibility of the respective office shall follow a succession plan, developed by the Superintendent and submitted to the School Board.

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 3:30  
(Chain of Command)

ADOPTED: May 24, 2017