

SECTION 3

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General School Administration

Goals and Objectives

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

1. Provide educational expertise.
2. Plan, organize, implement, and evaluate educational programs that will provide for students' mastery of the Illinois Learning Standards.
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; Indemnification), 2:130 (Board Superintendent Relationship), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 6:10 (Educational Philosophy and Objectives)

Revised: Oct. 2022 Adopted: Dec. 2022

General School Administration

Chain of Command

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 bypassed 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. When this is not possible, the division of responsibility must be clear.

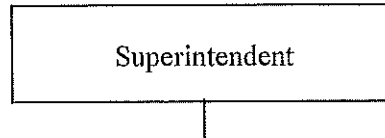
CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:140
(Communications To and From the Board), 3:70 (Succession of Authority),
8:110 (Public Suggestions and Concerns)

Revised: July 2021

Adopted: October 2021

General School Administration

Exhibit - Organizational Chart for Administration



Revised: July 2021
Adopted: October 2021

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, including the special reporting responsibilities in policy 5:90, *Abused and Neglected Child Reporting*. 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 State law, 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, 5/10-21.9, 5/10-23.8, 5/21B-20,
5/21B-25, 5/24-11, and 5/24A-3.
5 ILCS 120/7.3, Open Meetings Act.
23 Ill.Admin.Code §§1.310, 1.705, and 25.355.

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

Revised: April 2023
Adopted: May 2023

GENERAL SCHOOL ADMINISTRATION

SUPERINTENDENT

Administrative Code of Conduct

The School Board, in an effort to operate the District under the highest ethical standards, adopts the following code of conduct for the Superintendent.

In his capacity as executive officer of the school district, educational leader of the community and liaison between school district personnel and the School Board the Superintendent shall:

1. Observe the laws, rules and regulations of the State of Illinois which govern education.
2. Observe the District's policies, rules and regulations as adopted by the School Board.
3. Support and assist the School Board in their tasks of policy making, educational planning and goal evaluation.
4. Provide the School Board with necessary and helpful facts, which will facilitate the Board's role as decision maker.
5. Evaluate District goal achievement in a realistic and professional manner.
6. Implement the management of the District to assure freedom from pressure groups.
7. Maintain confidentiality of privileged information.

8. Develop a communication system which facilitates understanding between the School Board, the staff, and the community.
9. Welcome and encourage the positive actions of community participation in District activities.
10. Recognize that personal values, strengths and goals must provide the motivation for effective school district management.
11. Provide a leadership role-model.
12. Strive to provide the best educational experience and opportunities for all students.

Revised: June, 2002

Adopted: July 22, 2002

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/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/.

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 the link above.

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. **Important:** This *Checklist* is a resource for contract formation; it is not a list of must have items for a superintendent's employment contract or a basis for a board to re-open contracts currently in effect.

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 retaining 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**

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

☐ **Employment and Compensation**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
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"> 1. What is the estimated Board contribution to the Teachers' Retirement System (TRS) for any raises above six percent (40 ILCS 5/15-155(g)) prior to retirement? 2. What is the <i>cost shift</i> implication for the District if the Board offers or later agrees to a salary that is equal to or greater than the governor's statutory salary? School districts are responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member's salary that exceeds the governor's

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>statutory salary. The governor's annual salary is published by TRS at: www.trsil.org/employers/payments/contribution-rates_earnings-limitations.</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"> 1. A fixed salary for each year of the contract. 2. A guaranteed minimum salary. 3. Compensation increases.
Severance Agreements	<p>Any contract that contains a condition of severance pay must include the following provisions required by the Government Severance Pay Act (GSPA), 5 ILCS 415/10:</p> <ol style="list-style-type: none"> 1. A restriction to an amount not exceeding 20 weeks of compensation; and 2. A prohibition for any severance if the Superintendent is fired for <i>misconduct</i> by the Board. See the <i>Severance Pay</i> row under the Changes to the Superintendent's Employment Contract subhead below for a definition of what misconduct means in the context of this law.
Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)	<p>How does the Board want to address:</p> <ol style="list-style-type: none"> 1. Pension contributions (TRS-THIS)? 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? 3. Unforeseen pension reform issues?

☐ **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 PRESS sample policy

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	5:30, <i>Hiring Process and Criteria</i> , and the subhead entitled Fingerprint-based Criminal History Records Information Check in administrative procedure 5:30-AP2, <i>Investigations</i> .
Sexual Misconduct Related Employment History Review Law	105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> and PRESS sample administrative procedure 5:30-AP3, <i>Sexual Misconduct Related Employment History Review (EHR)</i> .
Other Background Check Laws	<p>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 sexual misconduct related employment history review required by 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23 and discussed above? If yes, consult the Board Attorney and consider the following laws:</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 (a/k/a <i>ban the box</i> law).</p> <p>820 ILCS 55/, Ill. Right to Privacy in the Workplace Act (RPWA), prohibits employers from:</p> <ol style="list-style-type: none"> 1. Requesting, coercing, or requiring any employee or prospective employee to provide a user name and password for any personal online account; 2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual's personal online account; and 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, cannabis, or alcohol. (Note: RPWA allows employers to regulate employees' use of those lawful products that impair an employee's

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>ability to perform the employee's assigned duties. See policy 5:50, <i>Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition</i>, and its f/ns).</p> <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 (3) involve having access to confidential and financial information. Note: Any one of these grounds alone is sufficient.</p>
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 Americans with Disabilities Act 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. §1630.2I.</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 25 and 26.</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 Employment and Compensation 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> <ol style="list-style-type: none"> 1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states "and other information as the Board may determine")? 2. Included them in the body of the employment contract? Or as an exhibit to it? 3. Set them to be: <ol style="list-style-type: none"> a. Measurable and achievable, i.e., are they within the Superintendent's control? b. Objective, subjective or a combination of both? 4. Set a timeline for achievement, and if so is it on an: <ol style="list-style-type: none"> a. Annual basis? b. Prior to completion of the employment contract? 5. Set them as procedural, substantive, or a combination of both? <p>For more information about setting goals and indicators for superintendents regarding student performance and academic achievement, see: www.iasb.com/conference-training-and-events/training/workshops/</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>
Superintendent Evaluation	Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20, 5/10-23, and 5/10-23.8 require the Board to:

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<ol style="list-style-type: none"> 1. "Direct, through policy, its superintendent in his or her charge of the administration of the school district;" and 2. Evaluate the superintendent in his or her "administration of school board policies and his or her stewardship of the assets of the district." <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? Note: 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:</p> <p><i>The Superintendent Evaluation Process</i> at: www.iasb.com/iasb/media/documents/superintendent-evaluation-process.pdf;</p> <p>IASB's <i>Foundational Principles of Effective Governance</i>, Principle 3. The board employs a superintendent, at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/; stating "the board employs and evaluates one person — the superintendent — and holds that person accountable for district performance and compliance with written board policy."</p>

☐ Expenses and Benefits

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Expenses and Allowances	<p>How will the Board address expenses and allowances in its employment contract negotiations with the successful superintendent candidate?</p> <p><u>Business</u></p> <ol style="list-style-type: none"> 1. What standard will the Board use, e.g., reasonable, itemized, etc.? 2. Will the Board designate the Board President or another individual to review and/or approve the Superintendent's expenses? <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"> 1. Vehicle insurance reimbursement(s) 2. Vehicle repair reimbursement(s) 3. A travel allowance only at either a set amount or the District's per mile rate 4. A vehicle 5. Out-of-district travel
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"> 1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums. 2. Specific insurance coverages from the Board, such 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"> 1. How many days? 2. Will vacation days accumulate? And, if so, how? 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. 4. Will the Board address reimbursement for unused days? 5. Will vacation days need to be used for days off

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	during winter or spring breaks?
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"> 1. Will sick leave be limited to annual sick leave days in the District's teachers' contract or will a different amount be provided? 2. How will sick day accumulation be addressed? 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.
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"> 1. How many organizations will the Board allow the Superintendent to join? 2. Which organizations will be allowed? 3. What is the Board's limit for the cost of dues to professional organizations?
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"> 1. Has the Board thoroughly examined and addressed: <ol style="list-style-type: none"> a. Any consequences or other penalties to it? b. The impact of any prior salary increases? c. Potential pension reform issues? 2. Often, a successful superintendent candidate's attorney has interest in the following issues: <ol style="list-style-type: none"> a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc. b. Whether a potential retirement payment will be properly creditable for TRS purposes. Note: Ultimately, only TRS has the authority to determine creditability.
Annuities and Other Deferred Compensation	Will the Board address any type of annuities and other deferred compensation issues? If yes, then:

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<ol style="list-style-type: none"> 1. Will it offer such compensation in addition to the Superintendent's agreed-upon salary? 2. Will it contribute creditable earnings for TRS purposes?

☐ **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> <ol style="list-style-type: none"> 1. Will there be a non-renewal notification date? Do both parties' attorneys find it reasonable? 2. Will the Board require the Superintendent to remind it of the non-renewal date? 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? 4. Will the Board agree to language in the employment contract that would provide the Superintendent with a hearing upon non-renewal?
Renewal at End of Contract	<p>Will the Board agree to a procedure for renewing the employment contract at its end? If yes, then:</p> <ol style="list-style-type: none"> 1. What date would be the earliest that the Board could renew its employment contract with the Superintendent? 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.
Contract Extensions	<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"> 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? 2. Will the Board agree to extend a one-year contract when the Superintendent is not required

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>to meet any goals? See 105 ILCS 5/10-23.8.</p>
Terminations	<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"> 1. Will the Board and the successful superintendent candidate agree to terminate it upon mutual agreement? 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? 3. Could either the Board or Superintendent terminate the employment contract without cause by providing notice to the other? 4. Will the Board terminate the employment contract for permanent disability of the Superintendent? <ol style="list-style-type: none"> a. How will the Board define permanent disability in the contract? b. Will the Board require the Superintendent to obtain a permanent disability determination through physician certification, and/or c. Will the Board consider duration of absence; e.g., 90-days after exhaustion of available leave, whichever is greater? <p>See PRESS sample policy 5:180, <i>Temporary Illness or Temporary Incapacity</i>.</p> 5. What standard will the Board use to terminate the employment contract for cause? Items to consider include: <ol style="list-style-type: none"> a. Any conduct detrimental/prejudicial to the District;* b. Just cause; c. Sufficient to dismiss a tenured teacher; d. Material breach of contract; or e. Not arbitrary and capricious. <p>*50 ILCS 205/3c, requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964. See Severance Pay row directly below.</p> <p>6. Will the Board agree to provisions for hearing and due process for the Superintendent?</p> <p>7. How will the Board address death of its Superintendent during the duration of the employment contract?</p>
Severance Pay	<p>Any renewal or renegotiation that adds a condition of severance pay must include the following provisions of GSPA, 5 ILCS 415/10(a)(1):</p> <p>A restriction to an amount not exceeding 20 weeks of compensation; and</p> <p>A prohibition for any severance if the Superintendent is fired for <i>misconduct</i> by the Board. This law defines misconduct to include sexual harassment and/or discrimination. But 50 ILCS 205/3c limits sexual harassment or discrimination to instances when an employee is "found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964." For more discussion about these laws, see f/n 6 in policy 2:260, <i>Uniform Grievance Procedure</i>.</p>
Liquidated Damages	<p>Will the Board agree to liquidate damages with its Superintendent if one or the other terminates the employment contract?</p> <p>1. Have both the Board and the successful superintendent candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys?</p> <p>2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Superintendent?</p>
Amendments	How will the Board and Superintendent agree to allow for amendments to the employment contract?

☐ What technical clauses need to be in the Superintendent's employment contract?

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Technical clauses (common in contracts)	If the employment contract contains any of the following technical provisions, have the Board Attorney and Superintendent's attorney reviewed them?

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<ol style="list-style-type: none"> 1. Notice 2. Applicable law 3. Headings and numbers 4. Complete understanding, i.e., do the Board members and Superintendent share the same understanding of the various provisions written in the employment contract? 5. Counterparts 6. Effect of Policy Amendments 7. Severability 8. Advice of Counsel

☐ **Miscellaneous Issues**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Board Obligations Under the Employment Contract	<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"> 1. The Superintendent Evaluation 2. Goal setting 3. Required notifications/actions by each party prior to termination of the employment contract
Ongoing Monitoring of Each Party's Compliance with the Contract	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?
Legislative Issues	How might pending pension reform legislation or other trending legislation affect the employment contract?
Revised: April 2023 Adopted May 2023	

GENERAL SCHOOL ADMINISTRATION

SUPERINTENDENT

Appointment and Qualifications

When the office of the Superintendent becomes vacant, the School Board shall conduct a search to find the most capable person for the position. Members of the staff who apply for the position will receive the same consideration as other candidates.

In addition to complying with the legal requirements as specified in The School Code of Illinois, the School Board requires that the Superintendent be of good character and of unquestionable morals and integrity. He shall have the experience and the skills necessary to work effectively with the School Board, District employees, students and community persons.

The Superintendent shall have a valid administrative certificate and superintendent's endorsement [certificate types 60, 61, 62(K-9), 63(K-12), 70, 71, 75(S endorsement)] issued by the State Certification Board.

The School Board may utilize the services of an outside consultant in securing candidates and in the initial screening. Responsibility for the selection of the District Superintendent shall remain with the School Board.

The School Board recognizes the dignity of the position of District Superintendent and shall provide the freedom of leadership appropriate to the responsibilities of the Superintendent through an explicit contractual agreement.

The School Board shall offer the Superintendent a contract in accordance with one of the two options set forth below:

	<u>Multi-Year Contract</u>	<u>Single-Year Contract</u>
Length and term of contract	3 years (However, for the Superintendent for first time in Illinois, term must be 2 years). July 1 - June 30, unless (law silent) contract specifically provides otherwise.	Single year
Renewal Options	Voluntary: Can be extended at the end of any contract year. Extensions must be for 3 year term. Involuntary: Failure to extend or give notice of intent not to extend by April 1 of final year of contract automatically extends contract for one year.	Involuntary: Failure to renew or give notice of intent not to renew by April 1 automatically extends contract for one year.
Termination Options	1. Can be terminated at any time by mutual consent of the parties.	1. Can be terminated at any time by mutual consent of the parties.

2. Give Notice of Intent Not to Extend on or before April 1 of final year of contract (unless contract specifically provides otherwise) stating specific reasons. Within 10 days of receipt of notice, Superintendent can request closed meeting hearing.

2. Give Notice of Intent Not to Extend on or before April 1 (unless contract specifically provide otherwise) stating specific reasons. Within 10 days of receipt of notice, Superintendent may request closed meeting hearing.

3. Can be terminated for cause.

Additional

Acceptance of multi-year contract waives rights set forth in Sections 24-11 to 24-16 of The School Code of Illinois.

Third consecutive contract gives tenure in District.

Contract Non-Renewal

If the School Board elects not to re-employ the Superintendent, it shall so notify him in writing not later than April 1 of the final year of the contract, unless otherwise specified in the contract. The specific reason(s) for non-renewal of the contract shall be stated in writing. Within ten (10) days of the receipt of this notice, the Superintendent may request a closed hearing with the School Board.

If the School Board fails to act on a contract extension or non-renewal before April 1 of final year of the contract, the contract will automatically be extended for one year.

The Superintendent's contract may be discontinued at any time by mutual agreement of the contracting parties or as otherwise provided in the contract.

LEGAL REF.: 105 ILCS 5/10-21.4, 5/10-23.8, 5/21-7.1,
5/24-11,
5/24-16, and 5/24A-3 [Ill. Rev. Stat., ch. 122,
Pp 10-21.4, 10-23.8, 21-7.1, 24-11, 24-16 and
24A-3].
23 Ill. Admin. Code sec 1.220, 1.310a, 1.320a,
and 226.545.

CROSS REF.: 2.130, 2.240

Adopted: October 18, 1999

GENERAL SCHOOL ADMINISTRATIONSUPERINTENDENTEvaluation

The School Board will evaluate, no later than February 1, the performance of the Superintendent against standards and objectives agreed to by the Superintendent and the Board. It shall be the responsibility of the Superintendent to place the evaluation as an agenda item the first meeting in January.

Guideline for Evaluation Procedure:

1. The standards for Superintendent evaluation shall reflect mutually agreed upon goals and objectives for the School District, consistent with the District's mission and goal statements, arrived at through a participative process with the Board and Superintendent.
2. A specific time should be designated for a formal evaluation session with all Board members present.
3. The evaluation of the Superintendent should include a discussion of strengths as well as weaknesses.
4. The evaluation of the Superintendent requires preparation - self-examination by the Superintendent and collection and review of data by the Board which relates to the Superintendent's performance.
5. The results of the Superintendent's evaluation shall be supported by the Board with as much rationale and objective evidence as possible.

LEGAL REF.: 105 ILCS 5/24A-1, 5/24A-3 and 5/24A-4 [Ill. Rev. Stat., ch. 122, Pp 24A-1, 24A-3 and 24A-4].

CROSS REF.: 3.60, 5.30, 5.250

Adopted: December 19, 1994

GENERAL SCHOOL ADMINISTRATION

SUPERINTENDENT

Consulting Activities

The School Board recognizes that the Superintendent has a professional obligation to serve as a speaker, consultant or resource person outside the District. Benefits may accrue to the District through such participation.

When a commitment of this nature will require the Superintendent to be absent from the District for more than one working day, the School Board President shall be informed in advance, whenever possible, of the proposed absence.

Participation in activities of this nature which require the Superintendent to be absent from the District for more than three (3) working days or are of a continuing nature shall be subject to the advance approval of the School Board.

Adopted: December 19, 1994

GENERAL SCHOOL ADMINISTRATION

SUPERINTENDENT

Professional and Civic Activities

The Superintendent is encouraged to participate in those activities which will maintain, improve or broaden the skills and/or perspective necessary to be effective in his position.

Consequently, involvement with professional organizations is encouraged. Participation in workshops and other in-service activities is also encouraged.

Professional activities made available to the Superintendent which would require him to be absent from the District for more than one (1) full working day shall be reported to the School Board. If the activity shall extend beyond three (3) days or be of continuous nature, advance approval by the School Board is required.

The expenses for the Superintendent's attendance at appropriate professional meetings at the local, state and national level, as well as expenses incurred by him in his capacity as chief executive officer of the District, shall be reimbursed by the District. Such expenses shall include, but not be limited to, business meals, expenses incurred on behalf of School Board members or employees and civic activities including those of a public relations nature. The Superintendent shall delineate such expenses for which reimbursement is sought and submit such records to the School Board prior to approval of reimbursement.

Adopted: December 19, 1994

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

Revised: Oct. 2022 Adopted: Dec. 2022

GENERAL SCHOOL ADMINISTRATION

ADMINISTRATIVE PERSONNEL

Professional Development

It is expected that building level administrative and supervisory personnel will enhance their knowledge and skills in instructional and supervisory leadership as well as those areas that both increase student learning and enhance the management and organizational efficiency and effectiveness of their respective tasks.

District level administrators are expected to increase their skills in the areas that would increase their effectiveness in their respective assignments.

Administrators shall present evidence from time to time of professional growth through attendance at educational conferences, additional schooling, in-service training and through participation in the general development and improvement of the school program. Evidence of professional growth shall be consistent with the Administrator Continuing Professional Education Plan adopted by the School Board.

LEGAL REF.: 105 ILCS 5/24A-3 [Ill. Rev. Stat., ch. 122,
Pp 24A-3].

Adopted: December 19, 1994

GENERAL SCHOOL ADMINISTRATION

ADMINISTRATIVE PERSONNEL OTHER THAN THE SUPERINTENDENT

Evaluation

The Superintendent shall evaluate the performance of all administrative personnel and make recommendations regarding their employment and salary. He shall report these findings and recommendations to the School Board.

LEGAL REF.: 105 ILCS 5/24A-3 [Ill. Rev. Stat., ch. 122,
Pp 24A-3].

Adopted: December 19, 1994

GENERAL SCHOOL ADMINISTRATION

ADMINISTRATIVE PERSONNEL

Compensation

The compensation levels of the Administrators shall be determined by the School Board. The School Board shall consider the Superintendent's recommendations when setting compensation for individual administrators. These recommendations should be presented to the School Board no later than the March School Board meeting.

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 5/24A-1, 5/24A-3 and 5/24A-4 [Ill. Rev. Stat., ch. 122, Pp 24A-1, 24A-3 and 24A-4].
23 Ill. Admin. Code sec 1.310.

CROSS REF.: 3.60, 5.30, 5.250

Adopted: December 19, 1994

GENERAL SCHOOL ADMINISTRATION

ADMINISTRATIVE WORK YEAR

The administrator's work year shall be the same as the District's fiscal year, July 1 through June 30. In addition to legal holidays, the administrators shall have one month or 22 working days vacation. All administrators shall be available for work when their services are necessary.

LEGAL REF.: 105 ILCS 5/24-2 [Ill. Rev. Stat., ch. 122,
Pp 24-2].

Adopted: December 19, 1994

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

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

Revised: Oct. 2022 Adopted: Dec. 2022

General School Administration

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

The Building Principal shall comply with all State law reporting and notice requirements for Principals. Compliance with the State law reporting and notice 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 tables should be checked for current requirements. The lists of required reports and notices may not be exhaustive.

Events Requiring Reports Concerning School Safety and Security	Resources
<p>A student or other person poses a clear and present danger to himself, herself, or others.</p> <p>This report is made to the Ill. Dept. of State Police (ISP) 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 the Mental Health and Developmental Disabilities Code (405 ILCS 5/6-103.3). 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"> (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 (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. <p>ISP 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"> b) Law enforcement officials and school administrators shall report determinations of a clear and present danger directly to the Department [ISP]. The Department shall make a form and instruction for the reporting available to law enforcement officials and school administrators on its website. 	<p>The ISP has posted information and instructions at: www.dhs.state.il.us/page.aspx?item=38026#a_toc2.</p> <p>The reporting form is at: www.isp.state.il.us/docs/2-649.pdf.</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>

Events Requiring Reports Concerning School Safety and Security	Resources
<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>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.</p> <p>This report is made to the Ill. Dept. 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/), and the Dept. of Human Services Act (20 ILCS 1305/). A knowing and willful failure to make the report to DCFS is a Class A misdemeanor for the first violation and a second or subsequent violation is a Class 4 felony. 325 ILCS 5/4.</p>	<p>Information and directions are available from DCFS at: www.state.il.us/dcfs/child/index.shtml.</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>Child pornography is discovered on electronic and information technology equipment.</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: www.CyberTipline.com.</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</i></p>	<p>5:90, <i>Abused and Neglected Child Reporting</i></p>

Events Requiring Reports Concerning School Safety and Security	Resources
<p>data, including internet and intranet systems, software applications, operating systems, video and multimedia, telecommunications products, kiosks, information transaction machines, copiers, printers, and desktop and portable computers. (<i>Italics added.</i>)</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>Failure to make this report is a business offense subject to a fine of \$1,001. <i>Id.</i> at 5/4.5(e).</p>	
<p>Hazing resulted in bodily harm to any person.</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. 720 ILCS 5/12C-50.1. The statute does not provide a deadline for making the report, but making the report immediately is prudent.</p> <p>Failure to report hazing is a Class B misdemeanor and if the hazing resulted in death or great bodily harm the failure to report is a Class A misdemeanor. <i>Id.</i> at 5/12C-50.1(c).</p>	<p>5:90, <i>Abused and Neglected Child Reporting</i></p> <p>7:190, <i>Student Behavior</i></p>
<p>The person enrolling a student fails to provide a certified copy of the student's birth certificate within 30 days of enrolling the student.</p> <p>The Superintendent or designee is required to make this report. The report is made to local law enforcement. 325 ILCS 50/5(b)(2) and 325 ILCS 55/5(b).</p> <p>This report is required by the Missing Children Records Act (325 ILCS 50 /), and the Missing Children Registration Law (325 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>The District receives notification from the ISP of the disappearance of a student currently or previously enrolled.</p> <p>The Superintendent or designee is required to make this report. The report must include flagged records pertaining to the student or knowledge about where the student may be located. 105 ILCS 50/5(a) and 325 ILCS 55/5(a).</p> <p>This report is required by the Missing Children Records Act (325 ILCS 50/), and the Missing Children</p>	<p>7:50-AP, <i>School Admissions and Student Transfers To and From Non-District Schools</i></p>

Events Requiring Reports Concerning School Safety and Security	Resources
Registration Law (325 ILCS 55/).	
<p>A drug violation occurred on school property, including any conveyance used to transport students, or within 1000 feet of the school.</p> <p>The Principal or designee is required to make this report. This report is made to the municipal police dept. 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.</p> <p>105 ILCS 127/2 sets forth specific drug violations that will trigger this duty to report; however, best practice suggests reporting any drug violation. 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>The safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by illegal use or possession of weapons, or by illegal gang activity.</p> <p>If this occurs, the Principal is required to utilize the resources of proper law enforcement agencies. 105 ILCS 5/10-21.4a.</p>	<p>3:60, <i>Administrative Responsibility of the Building Principal</i></p> <p>7:190, <i>Student Behavior</i></p>
<p>A student committed a criminal offense.</p> <p>The Superintendent or designee is required to make this report. 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. 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>A person on school grounds possesses a firearm.</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. A knowing and willful failure to make the report is a petty criminal offense for the first violation and a second or subsequent violation is a Class C misdemeanor. <i>Id.</i> at 5/10-27.1A(a).</p>	<p>7:190, <i>Student Behavior</i></p>
<p>A student engaged in aggressive behavior.</p> <p>The Superintendent or designee is required to make this report. This report is made to the parent/guardian of a</p>	<p>7:180, <i>Prevention of and Response to Bullying, Intimidation, and Harassment</i></p> <p>7:190, <i>Student Behavior</i></p>

Events Requiring Reports Concerning School Safety and Security	Resources
student who engaged in aggressive behavior including, without limitation, bullying. 105 ILCS 5/10-20.14(d). No specific time period is stated in the statute.	7:190-E1, <i>Aggressive Behavior Reporting Letter and Form</i>

Required Notices Concerning School Safety and Security	Resources
<p>Human Trafficking Hotline.</p> <p>The Superintendent or designee ensures the Ill. Dept. of Human Services' notice is posted in conspicuous and accessible locations such as administrative offices or other locations in view of school employees.</p> <p>This notice is required by the Human Trafficking Resource Center Notice Act (775 ILCS 50/, amended by P.A. 100-671, eff. 1-1-19).</p>	<p>Notice available for download at: www.dhs.state.il.us/page.aspx?item=82023.</p>
<p>Lead in Drinking Water.</p> <p>If samples from any drinking water lead test performed in any District school(s) exceed five parts per billion, the Superintendent or designee provides notification of the sampling results to the parents or guardians of all enrolled students.</p> <p>This notification is required by 225 ILCS 320/35.5(c)(3).</p>	<p>4:170, <i>Safety</i></p>
<p>Sex Offender Information is Available.</p> <p>This notice is provided to the parents/guardians of students at either registration or parent-teacher conferences.</p> <p>Either a Principal or teacher shall notify the parents/guardians that information about sex offenders is available on the ISP website. 730 ILCS 152/120(g).</p> <p>This notice is required by the Sex Offender Community Notification Law (730 ILCS 152/120).</p>	<p>4:170, <i>Safety</i></p> <p>4:175-AP1, <i>Criminal Offender Notification Laws; Screening</i></p> <p>4:175-AP1, E1, <i>Informing Parents/Guardians About Offender Community Notification Laws</i></p>

Revised: October/November 2018

Adopted: February 2019

General School Administration

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

The Building Principal shall comply with all State law reporting and notice requirements for Principals. Compliance with the State law reporting and notice 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 tables should be checked for current requirements. The lists of required reports and notices may not be exhaustive.

Events Requiring Reports Concerning School Safety and Security	Resources
<p>A student or other person poses a clear and present danger to himself, herself, or others.</p> <p>This report is made to the Ill. State Police (ISP) 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 the Mental Health and Developmental Disabilities Code (405 ILCS 5/6-103.3). 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"> (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 (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. <p>ISP 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"> b) Law enforcement officials and school administrators shall report determinations of a clear and present danger directly to the Department [ISP]. The Department shall make a form and instruction for the reporting available to law enforcement officials and school administrators on its website. 	<p>The ISP has posted information and instructions at: www.dhs.state.il.us/page.aspx?item=38026#a_toc2.</p> <p>The reporting form is at: isp.illinois.gov/StaticFiles/docs/FSB/FOID%20Appeal%20Forms/ClearAndPresentDanger.pdf.</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>

Events Requiring Reports Concerning School Safety and Security	Resources
<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>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.</p> <p>This report is made to the Ill. Dept. 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/), and the Dept. of Human Services Act (20 ILCS 1305/). A knowing and willful failure to make the report to DCFS is a Class A misdemeanor for the first violation and a second or subsequent violation is a Class 4 felony. 325 ILCS 5/4.</p>	<p>Information and directions are available from DCFS at: www.state.il.us/dcfs/child/index.shtml.</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>Child pornography is discovered on electronic and information technology equipment.</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: www.CyberTipline.com.</p> <p>According to 325 ILCS 5/4.5,</p> <p><i>Electronic and information technology equipment</i> means, equipment used in the creation, manipulation, storage, display, or transmission of data, including internet and intranet systems,</p>	<p>5:90, <i>Abused and Neglected Child Reporting</i></p>

Events Requiring Reports Concerning School Safety and Security	Resources
<p>software applications, operating systems, video and multimedia, telecommunications products, kiosks, information transaction machines, copiers, printers, and desktop and portable computers. (<i>Italics added.</i>)</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>Failure to make this report is a business offense subject to a fine of \$1,001. <i>Id.</i> at 5/4.5(e).</p>	
<p>Hazing resulted in bodily harm to any person.</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. 720 ILCS 5/12C-50.1. The statute does not provide a deadline for making the report, but making the report immediately is prudent.</p> <p>Failure to report hazing is a Class B misdemeanor and if the hazing resulted in death or great bodily harm the failure to report is a Class A misdemeanor. <i>Id.</i> at 5/12C-50.1(c).</p>	<p>5:90, <i>Abused and Neglected Child Reporting</i></p> <p>7:190, <i>Student Behavior</i></p>
<p>The person enrolling a student fails to provide a certified copy of the student's birth certificate within 30 days of enrolling the student.</p> <p>The Superintendent or designee is required to make this report. The report is made to local law enforcement. 325 ILCS 50/5(b)(2) and 325 ILCS 55/5(b).</p> <p>This report is required by the Missing Children Records Act (325 ILCS 50/), and the Missing Children Registration Law (325 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>The District receives notification from the ISP of the disappearance of a student currently or previously enrolled.</p> <p>The Superintendent or designee is required to make this report. The report must include flagged records pertaining to the student or knowledge about where the student may be located. 105 ILCS 50/5(a) and 325 ILCS 55/5(a).</p> <p>This report is required by the Missing Children Records Act (325 ILCS 50/), and the Missing Children Registration Law (325 ILCS 55/).</p>	<p>7:50-AP, <i>School Admissions and Student Transfers To and From Non-District Schools</i></p>

Events Requiring Reports Concerning School Safety and Security	Resources
<p>A drug-related incident occurred on school property, including any conveyance used to transport students, or within 1000 feet of the school.</p> <p>The Principal or designee is required to immediately notify the Superintendent. The Superintendent or designee is required to immediately report to local law enforcement. 105 ILCS 5/10-27.1B(b).</p> <p>105 ILCS 127/2 also requires reporting to the municipal police dept. 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.</p> <p>105 ILCS 127/2 sets forth specific drug violations that will trigger this duty to report; however, best practice suggests reporting any drug violation. 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>4:170-AP1, <i>Comprehensive Safety and Security Plan</i>, Letter J. Required Notices</p>
<p>The safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by illegal use or possession of weapons, or by illegal gang activity.</p> <p>If this occurs, the Principal is required to utilize the resources of proper law enforcement agencies. 105 ILCS 5/10-21.4a.</p>	<p>3:60, <i>Administrative Responsibility of the Building Principal</i></p> <p>7:190, <i>Student Behavior</i></p>
<p>A student committed a criminal offense.</p> <p>The Superintendent or designee is required to make this report. 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. 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>A person on school grounds possesses a firearm.</p> <p>This report is made by the Principal or designee to local law enforcement immediately after receiving a report of a person on school grounds possessing a firearm. The Principal or designee must also notify the Superintendent, and the Superintendent or designee must also immediately report to local law enforcement.</p> <p>These reports are required by 105 ILCS 5/10-27.1A, amended by P.A. 102-197. A knowing and willful failure to make the report is a petty criminal offense for the first violation and a second or subsequent violation</p>	<p>7:190, <i>Student Behavior</i></p> <p>4:170-AP1, <i>Comprehensive Safety and Security Plan</i>, Letter J. Required Notices</p>

Events Requiring Reports Concerning School Safety and Security	Resources
is a Class C misdemeanor. <u>Id.</u>	
A staff member is attacked. This report is made by the Principal or designee to the Superintendent or designee. The Superintendent or designee will immediately report to local law enforcement and will report to ISBE through its web-based School Incident Reporting System as incidents occur during the school year and no later than August 1 for the preceding school year. 105 ILCS 5/10-21.7, amended by P.A. 102-894.	4:170-AP1, <i>Comprehensive Safety and Security Plan</i> , Letter J. Required Notices
A student engaged in aggressive behavior. The Superintendent or designee is required to make this report. This report is made to the parent/guardian of a student who engaged in aggressive behavior including, without limitation, bullying. 105 ILCS 5/10-20.14(d). No specific time period is stated in the statute.	7:180, <i>Prevention of and Response to Bullying, Intimidation, and Harassment</i> 7:190, <i>Student Behavior</i> 7:190-E1, <i>Aggressive Behavior Reporting Letter and Form</i>

Required Notices Concerning School Safety and Security	Resources
Human Trafficking Hotline. The Superintendent or designee ensures the Ill. Dept. of Human Services' notice is posted in conspicuous and accessible locations such as administrative offices or other locations in view of school employees. This notice is required by the Human Trafficking Resource Center Notice Act (775 ILCS 50/).	Notice available for download at: www.dhs.state.il.us/page.aspx?item=82023 .
Lead in Drinking Water. If samples from any drinking water lead test performed in any District school(s) exceed five parts per billion, the Superintendent or designee provides notification of the sampling results to the parents or guardians of all enrolled students. This notification is required by 225 ILCS 320/35.5(c)(3).	4:170, <i>Safety</i>
Sex Offender Information is Available. This notice is provided to the parents/guardians of students at either registration or parent-teacher conferences.	4:170, <i>Safety</i> 4:175-AP1, <i>Criminal Offender Notification Laws; Screening</i> 4:175-AP1, E1, <i>Informing</i>

Required Notices Concerning School Safety and Security	Resources
<p>Either a Principal or teacher shall notify the parents/guardians that information about sex offenders is available on the ISP website, 730 ILCS 152/120(g).</p> <p>This notice is required by the Sex Offender Community Notification Law (730 ILCS 152/120).</p>	<p><i>Parents/Guardians About Offender Community Notification Laws</i></p>

Revised: Oct. 22 Adopted: Dec. 22

GENERAL SCHOOL ADMINISTRATION

ADMINISTRATIVE RESPONSIBILITY OF THE BUILDING PRINCIPAL

Communicable and Chronic Infectious Disease Confidentiality Control

The School Board wishes to maintain the confidentiality of the District student who is reported by the Illinois Department of Public Health or a local health department to the Building Principal as having been diagnosed as having a communicable and chronic infectious disease.

After receiving such information, the Building Principal shall notify immediately the Superintendent of the school district in which the student resides. The Building Principal may, as necessary, disclose the identity of the infected child to:

- * the school nurse at that school;
- * the classroom teachers in whose classes the child is enrolled;
- * those persons who, pursuant to federal or state law, are required to decide the placement or educational program of the child.

LEGAL REF.: 410 ILCS 315/2a [Ill. Rev. Stat., ch. 111 1/2, Pp 22.12a].

Adopted: December 19, 1994

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)

Revised: June 2022

Adopted: September 2022

General School Administration

Administrative Procedure - Succession Plan

If the Superintendent, Building Principal, or other administrator is temporarily unavailable, the succession of authority and responsibility of the respective office shall be as stated below. If the first person on the succession list is unavailable, the second person shall be the responsible person, and so on, in order through the list. The designated individual shall communicate with the School Board President in cases of importance and/or emergency.

Superintendent

Building Principal

Revised: July 2021
Adopted: October 2021