

General School Administration

Superintendent 1

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.² 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.³

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.⁴

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

¹ State law controls this policy's content. Unless the district has only one school with fewer than four teachers, the board must employ a superintendent or a chief executive officer as allowed under specific circumstances, (105 ILCS 5/10-21.4, amended by P.A. 99-846). This statute assigns some specific duties to the superintendent including to: (1) make recommendations to the board concerning the budget, building plans, the locations of sites, the selection, retention, and dismissal of teachers and all other employees, the selection of textbooks, instructional material, and courses of study;² (2) report to the board, **Ill. State Board of Education (ISBE)**, and chief administrative official any employee named in an abused child report;³ and (3) keep or cause to be kept the records and accounts as directed and required by the board, aid in making reports required by the board, and perform such other duties as the board may delegate to him/her. 105 ILCS 5/10-16.7 requires boards to direct, through policy, the superintendent, in his or her charge of the district's administration.

ISBE is required, subject to an annual appropriation by the General Assembly, to establish a new superintendent mentoring program. With limited exceptions, any individual serving as a first-time superintendent in Illinois must participate in the mentoring program for two school years. (105 ILCS 5/2-3.53b). The ISBE-selected provider will assign a mentor to a new superintendent based on similarity of grade level or type of district, learning needs, and geographical proximity. The mentor must not be required to evaluate the new superintendent on the basis of the mentoring relationship.

² Sec 2.250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, for an annotated list of documents and reports that must be posted on the district's website, if the district has a website. While not comprehensive, see the IASB's *Annual School Calendar* for the required reports that do not need web-posting, available on the IASB website at: www.iasb.com/pdf/schoolcal.pdf

³ This paragraph strengthens the policy's connection to the IASB's *Foundational Principles of Effective Governance*. See www.iasb.com/principles.cfm. It allows the superintendent broad delegation authority even when a policy fails to specifically provide for delegation.

⁴ 105 ILCS 5/21B-20 and 5/21B-25 govern Professional Educator Licenses and superintendent endorsements. See also 23 Ill.Admin.Code §§25.355, amended at 42 Ill. Reg. 8913 (endorsements on or after 9-1-16), 25.360 (through 8-31-19), 29.100 (Ill. Professional School Leader Standards), and 29.130 (Superintendent Standards).

3:40

Page 1 of 3

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.⁵ 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.⁶

Compensation and Benefits ⁷

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.

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5 105 ILCS 5/10-16.7 requires a board to evaluate the superintendent. See *The Superintendent Evaluation Process on the IASB website: www.iasb.com/training/superintendent-evaluation-process.pdf*. While greater detail may be added to this paragraph (e.g., a timeline, self-evaluation provision, and discussion requirements), a board must be sure that the policy and the superintendent's contract are consistent.

6 The reporting requirements in this paragraph are optional, but school boards must "require evaluators to participate in an in-service training on the evaluation of licensed personnel provided or approved by [ISBE] prior to undertaking any evaluation and at least once during each license renewal cycle." (105 ILCS 5/24A-3).

7 According to 105 ILCS 5/10-23.8, a superintendent must be employed under either: (1) a one-year contract, in which case he or she gains and retains tenure rights; or (2) a multi-year performance-based contract, in which case he or she waives all tenure rights but does not lose any previously acquired tenure credit with the district. A multi-year performance-based contract must contain specific student performance and academic improvement goals and indicators; see *Superintendent-Performance-Contracts, published by IASB3:40-E, Checklist for the Superintendent Employment Contract Negotiation Process*. Residency requirements, if desired, should be included in a superintendent's employment contract.

The employment contract should be *in writing* even though the School Code does not require it to be written. Contact the board attorney for assistance. An administrator who is not working under a written contract is presumed to have a contract of one year's duration. *Bd. of Ed. of Schaumburg Community Consolidated School Dist. No. 54 v. TRS, 985 N.E.2d 305368 Ill.Dec. 341 (44App-4th Dist. 2013)*(interpreting 105 ILCS 5/10-23.8a). The Ill. Statute of Frauds may make it impossible to execute an *oral* multi-year administrator contract or to *orally* extend a multi-year written contract. (740 ILCS 80/1).

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

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

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)

3:40

Page 3 of 3

General School Administration

Exhibit - Checklist for the Superintendent Employment Contract Negotiation Process 1

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.

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.

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.

The footnotes should be removed before the material is used.

¹ The General Counsels of the Ill. Association of School Administrators (IASA) and Ill. Association of School Boards (IASB) collaborated on the content of this document.

3:40-E

Page 1 of 14

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

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

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>above six percent (prior to 7-1-18 (40 ILCS 5/15-155(g), amended by P.A. 100-587)) or three percent (40 ILCS 5/15-155 (g-1), amended by P.A. 100-587) prior to retirement?</p> <p>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 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"> 1. A fixed salary for each year of the contract. 2. A guaranteed minimum salary. 3. Compensation increases.
<p>Severance Agreements</p>	<p>The Government Severance Pay Act (GSPA), 5 ILCS 415/10, added by P.A. 100-895, eff. 1-1-19, requires the following contract provisions:</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 <i>misconduct</i> means in the context of this law.
<p>Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)</p>	<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?
<p><input type="checkbox"/> Conditions of Employment</p>	
Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources

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 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> .
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 discussed above? If yes, consult the Board Attorney and consider the following laws:</p> <p>15 U.S.C. § 1681 <u>et seq.</u>, 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"> 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

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>District property during nonworking hours, i.e., tobacco or alcohol.</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 (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(f).</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically flns 16-18 and 1719.</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

<p>Superintendent Contract Term Considerations for the Board</p>	<p>Explanation, Special Considerations, and Resources</p>
<p>Board Goals and Indicators of Student Performance and Academic Achievement for the Superintendent</p>	<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:</p> <p>IASB’s <i>Field Services Catalog</i> at: www.iasb.com/pdf/fieldservicecatalog.pdf.</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 Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Superintendent Evaluation	<p><i>The Board and its Superintendent</i> (workshop assisting a board in developing an effective relationship with its superintendent).</p> <p>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:</p> <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: <i>The Superintendent Evaluation Process</i> at: www.iasb.com/training/superintendent-evaluation-process.pdf;</p> <p><i>IASB’s Foundational Principles of Effective</i></p>

<p>Superintendent Contract Term Considerations for the Board</p>	<p>Explanation, Special Considerations, and Resources</p> <p><i>Governance, Principle 3, The board employs a superintendent, at: www.iasb.com/principles.cfm; stating “the board employs and evaluates one person — the superintendent — and holds that person accountable for district performance and compliance with written board policy”.</i></p>
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Expenses and Benefits

<p>Superintendent Contract Term Considerations for the Board</p>	<p>Explanation, Special Considerations, and Resources</p>
<p>Expenses</p>	<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"> 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
<p>Insurance</p>	<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

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Vacation	<p>as health, dental, vision, life, disability, etc.</p> <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?
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? 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 talking 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?

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

Changes to the Superintendent's Employment Contract

<p>Superintendent Contract Term Considerations for the Board</p>	<p>Explanation, Special Considerations, and Resources</p>
<p>Non-Renewal at End of Contract</p>	<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"> Will there be a non-renewal notification date? Do both parties' attorneys find it reasonable? Will the Board require the Superintendent to remind it of the non-renewal date? 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? Will the Board agree to language in the employment contract that would provide the Superintendent with a hearing upon non-renewal?
<p>Renewal at End of Contract</p>	<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"> What date would be the earliest that the Board could renew its employment contract with the Superintendent? What criteria will the Board base its renewal upon? For example, some boards base renewal upon

<p>Superintendent Contract Term Considerations for the Board</p>	<p>Explanation, Special Considerations, and Resources</p>
<p>Contract Extensions</p>	<p>superintendents achieving their stated goals and indicators of student performance and academic improvement and other information they required.</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"> 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 to meet any goals? <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"> 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 or exhaustion of sick leave, whichever is greater? <p>See PRESS sample policy 5:180, <i>Temporary Illness or Temporary Incapacity</i>.</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>5. What standard will the Board use to terminate the employment contract for cause? Items to consider include:</p> <ol style="list-style-type: none"> Any conduct detrimental/prejudicial to the District;* Just cause; Sufficient to dismiss a tenured teacher; Material breach of contract; or Not arbitrary and capricious. <p>*50 ILCS 205/3c, amended by P.A. 100-1040, 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 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>
<p>Severance Pay</p>	<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), added by P.A. 100-895, eff. 1-1-19:</p> <p><u>1. A restriction to an amount not exceeding 20 weeks of compensation; and</u></p> <p><u>1-2. A prohibition for any severance if the Superintendent is fired for misconduct by the Board. This law defines misconduct to include sexual harassment and/or discrimination. But 50 ILCS 205/3c, amended by P.A. 100-1040 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 fn 6 in policy 2-260, <i>Uniform Grievance Procedure</i>.</u></p>
<p>Liquidated Damages</p>	<p>Will the Board agree to liquidate damages with its Superintendent if one or the other terminates the</p>

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Amendments	<p>employment contract?</p> <ol style="list-style-type: none"> 1. Have both the Board and the successful superintendent candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys? 2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Superintendent?
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)	<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"> 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	Are the Board and Superintendent actually complying

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Compliance with the Contract	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?

RENAMED & REWRITTEN

October/November 2018/February 2014

3:60-E

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> <p>(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</p> <p>(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> <p>ISP rules implementing this duty to report are found in 20 Ill.Admin.Code §1230.120(b), and state:</p> <p>b) Law enforcement officials and school administrators shall report determinations of a clear and present danger directly to the Department [ISP].</p>	<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>

3:60-E

Page 1 of 6

<p align="center">Events Requiring Reports Concerning School Safety and Security</p>	<p align="center">Resources</p>
<p>The Department shall make a form and instruction for the reporting available to law enforcement officials and school administrators on its website.</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>Information and directions are available from DCFS at: www.state.il.us/dcfs/child/index.shtml.</p> <p><i>5:90, Abused and Neglected Child Reporting</i></p> <p><i>7:190-AP6, Administrative Procedure - Guidelines for Investigating Sexting Allegations</i></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><i>5:90, Abused and Neglected Child Reporting</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</p>	

Events Requiring Reports Concerning School Safety and Security	Resources
<p>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, software applications, operating systems, video and 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>Failure to make this report is a business offense subject to a fine of \$1,001. <u>Id.</u> 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. <u>Id.</u> 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</p>	<p>7:50-AP, <i>School Admissions and Student Transfers To and From Non-District</i></p>

Events Requiring Reports Concerning School Safety and Security	Resources
<p>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><i>Schools</i></p>
<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><i>3:60, 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><i>3:60, Administrative Responsibility of the Building Principal</i></p> <p><i>7:190, 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><i>2:150, Committees</i></p> <p><i>7:190-AP3, 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</p>	<p><i>7:190, Student Behavior</i></p>

Events Requiring Reports Concerning School Safety and Security	Resources
<p>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>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 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.</p>	<p>7:180, <i>Prevention of and Response to Bullying, Intimidation, and Harassment</i></p> <p>7:190, <i>Student Behavior</i></p> <p>7:190-E1, <i>Aggressive Behavior Reporting Letter and Form</i></p>

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</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</i>.</p>

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

3:60-E

Page 6 of 6