

Special Education Association of Peoria County

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POLICY MANUAL

The online manual provides the district's board of education policies, regulations, and related documents in a fully searchable, easy-to-use format.

Navigation

- Access the Table of Contents (TOC) using the main menu at top left.
- Search with confidence using the search box atop every page.
- Share or print from your mobile device using the document-specific menu at top right of each document.

Questions?

If you have any questions or comments regarding this manual, please contact the local district office.

Special Education Association of Peoria County

SECTION 3 - GENERAL SCHOOL ADMINISTRATION

Special Education Association of Peoria County

3:10 Goals and Objectives

The Director directs the administration in order to manage the Association and to facilitate the implementation of a quality educational program in alignment with Board of Control policy 1:30, *Association 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 Association's fiscal and business activities to ensure financial health, cost-effectiveness, and protection of the Association's assets.
7. Provide for the proper use, reasonable care, and appropriate maintenance of the Association'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 (Association Philosophy), 2:20 (Powers and Duties of the Board of Control; Indemnification), 2:130 (Board Director Relationship), 3:40 (Director), 3:50 (Administrative Personnel Other Than the Director), 3:60 (Administrative Responsibility of the Building Principal), 6:10 (Educational Philosophy and Objectives)

ADOPTED: March 8, 2019

Special Education Association of Peoria County

3:30 Chain of Command

The Director 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 (Association Organization, Operations, and Cooperative Agreements), 2:140 (Communications To and From the Board), 3:70 (Succession of Authority), 8:110 (Public Suggestions and Concerns)

ADOPTED: March 8, 2019

Special Education Association of Peoria County

3:40 Director

Duties and Authority

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

Qualifications

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

Evaluation

The Board will evaluate, at least annually, the Director's performance and effectiveness, using standards and objectives developed by the Director and Board that are consistent with the Board's policies and the Director'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.

Compensation and Benefits

The Board and the Director 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 Director. The terms of the Director's employment agreement, when in conflict with this policy, will control.

LEGAL REF.:105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-23.8, 5/21B-20, 5/21B-25, 5/24-11, and 5/24A-3.

23 Ill.Admin.Code §§1.310, 1.705, and 29.130.

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

ADOPTED: March 8, 2019

3:40-E Exhibit - Checklist for the Executive Director Employment Contract Negotiation Process

The Board of Education hires and employs the Executive Director. The Executive Director 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 Executive Director. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a Executive Director**, at:

www.iasb.com/pdf/found_prin.pdf.

The foundation for a productive employment relationship begins when the Board identifies the most qualified Executive Director candidate (*successful Executive Director candidate*) after an established interview process. The Board then extends an offer of employment to the successful Executive Director 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 Executive Director Employment Contract Negotiation Process* (*Checklist*) provides a column entitled **Executive Director Contract Term Considerations for the Board**. It lists common Executive Director 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 Executive Director 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 Executive Director 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 Executive Director, all set the foundation for mutual respect and a clear understanding of the Board and Executive Director'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 Executive Director's employment contract or a basis for a board to re-open contracts currently in effect.

Prior to providing the successful Executive Director 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 Executive Director candidate. The Board and the successful Executive Director 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 Executive Director 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 Executive Director 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 Executive Director 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 Executive Director

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

Employment and Compensation

Executive Director Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duration of Contract	<p>A Executive Director'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), amended by P.A. 101-10) 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 of \$177,412 (P.A. 100-23 now makes school districts responsible for paying the actuarial cost of the

	<p>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 Executive Director 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>The Government Severance Pay Act (GSPA), 5 ILCS 415/10, added by P.A. 100-895, 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 Executive Director is fired for <i>misconduct</i> by the Board. See the <i>Severance Pay</i> row under the Changes to the Executive Director'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

Executive Director Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Administrative License	Does the Board want to require the successful Executive Director candidate to guarantee that as the future Executive Director 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, amended by P.A. 101-531. 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	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, amended by P.A. 101-531, and

discussed above? If yes, consult the Board Attorney and consider the following laws:

15 U.S.C. § 1681 et seq., Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party *consumer reporting agencies*, 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.

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 ban the box law*).

820 ILCS 55/, Ill. Right to Privacy in the Workplace Act (RPWA), prohibits employers from:

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 ability to perform the employee's assigned duties. See policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*, and its f/ns).

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 *bona fide occupational requirement*, which is further defined in the statute. The job descriptions of Executive Directors 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.

Medical Examination

105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases.

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;

	<p>29 C.F.R. Part 1630.2(r).</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 18 and 19.</p>
Tenure	<p><u>Suspension of Tenure</u></p> <p>With multi-year contracts and multi-year extensions, Executive Directors 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>Executive Directors 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

Executive Director Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
<p>Board Goals and Indicators of Student Performance and Academic Achievement for the Executive Director</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 Executive Director 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 Executive Director'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 Executive Directors regarding student performance and academic achievement,</p>

see:

IASB's *Field Services Catalog* at: www.iasb.com/conference-training-and-events/training/training-resources/

Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for school boards to hold their Executive Directors accountable for district performance, including academic achievement:

Setting District Goals and Direction (leads a board and Executive Director to develop their own district-language for specific measurable, and attainable goals and indicators)

The Executive Director Evaluation Process (describes an effective method of holding the Executive Director accountable)

The Board and its Executive Director (workshop assisting a board in developing an effective relationship with its Executive Director).

Executive Director 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:

1. "Direct, through policy, its Executive Director in his or her charge of the administration of the school district;" and
2. Evaluate the Executive Director in his or her "administration of school board policies and his or her stewardship of the assets of the district."

How will the Board evaluate the successful Executive Director candidate upon its outlined goals and indicators?

Does the Board state when it will evaluate the successful Executive Director candidate upon the goals and indicators that it set? **Note:** Some districts do not consider the Executive Director evaluation to be a *one-time event* 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.

Is the Board or the successful Executive Director candidate responsible to trigger the components of the Executive Director's evaluation process?

What evaluation instrument will be used? How will the evaluation be documented?

Will an evaluation instrument be outlined by the Board in its employment contract with the successful Executive Director candidate?

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?

For more information about best practices when planning for and evaluating the Executive Director, see:

The Executive Director Evaluation Process at:
www.iasb.com/training/Executive-Director-evaluation-process.pdf;

IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a Executive Director**, at:
www.iasb.com/principles.cfm; stating "the board employs and evaluates one person — the Executive Director — and holds that person accountable for district performance and compliance with written board policy".

Expenses and Benefits

Executive Director Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Expenses	<p>How will the Board address expenses in its employment contract negotiations with the successful Executive Director 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 Chairperson or another individual to review and/or approve the Executive Director'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 Executive Director 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 Executive Director candidate?</p> <p>Some items successful Executive Director 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 Executive Director candidate? If yes,</p>

	<p>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 Chairperson, or a Board officer to approve or receive notification from the Executive Director 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 Executive Director 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 Chairperson, or a Board officer to approve or receive notification from the Executive Director 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 Executive Director candidate? If yes, then:</p> <ol style="list-style-type: none"> 1. How many organizations will the Board allow the Executive Director 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 Executive Director'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 Executive Director 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	Will the Board address any type of annuities and other deferred

<p>7. Deferred Compensation</p>	<p>Will the Board address any type of deferred compensation issues? If yes, then:</p> <ol style="list-style-type: none"> 1. Will it offer such compensation in addition to the Executive Director's agreed-upon salary? 2. Will it contribute creditable earnings for TRS purposes?
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Changes to the Executive Director's Employment Contract

<p>Executive Director 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 Executive Director 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 Executive Director 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 Executive Director 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"> 1. What date would be the earliest that the Board could renew its employment contract with the Executive Director? 2. What criteria will the Board base its renewal upon? For example, some boards base renewal upon Executive Directors achieving their stated goals and indicators of student performance and academic improvement and other information they required.
<p>Contract Extensions</p>	<p>Will the Board agree to allow for an extension of its employment contract during its term? If yes, then:</p> <ol style="list-style-type: none"> 1. Will the Board agree to extend it during its term if the Board determines that the Executive Director 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 Executive Director is not required to meet any goals? <p>See 105 ILCS 5/10-23.8.</p>
<p>Terminations</p>	<p>If the successful Executive Director candidate accepts employment with</p>

the Board and becomes the Executive Director, how will the Board outline the grounds and procedures for terminating the Executive Director's employment during the contract's term?

1. Will the Board and the successful Executive Director 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 Executive Director? And if so, will the Board require reasonable notice from its Executive Director?
3. Could either the Board or Executive Director 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 Executive Director?
 - a. How will the Board define permanent disability in the contract?
 - b. Will the Board require the Executive Director 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?

See **PRESS** sample policy 5:180, *Temporary Illness or Temporary Incapacity*.

5. What standard will the Board use to terminate the employment contract for cause? Items to consider include:
 - 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.

*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.

6. Will the Board agree to provisions for hearing and due process for the Executive Director?
7. How will the Board address death of its Executive Director during the duration of the employment contract?

Severance Pay

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:

	<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 Executive Director 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, 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 f/n 6 in policy 2:260, <i>Uniform Grievance Procedure</i>.
Liquidated Damages	<p>Will the Board agree to liquidate damages with its Executive Director if one or the other terminates the employment contract?</p> <ol style="list-style-type: none"> 1. Have both the Board and the successful Executive Director 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 Executive Director?
Amendments	How will the Board and Executive Director agree to allow for amendments to the employment contract?

What technical clauses need to be in the Executive Director's employment contract?

Executive Director 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 Executive Director'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 Executive Director 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

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

DATED : June 12, 2020

Special Education Association of Peoria County

3:50 Administrative Personnel Other Than the Director

Duties and Authority

The Board of Control establishes Association administrative and supervisory positions in accordance with the Association's needs and State law. This policy applies to all administrators other than the Director, including without limitation, Building Principals and Special Education Administrators. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Director'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 Director or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board.

Administrators shall annually present evidence to the Director 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 Director.

Administrative Work Year

The work year for administrators shall be the same as the Association'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 Director. 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 Director's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Board at such time that will allow the Board to consider contract renewal and nonrenewal issues.

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

LEGAL REF:105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A.

23 Ill.Admin.Code §§1.310, 1.705, and 50.300; and Parts 25 and 29.

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

ADOPTED: March 8, 2019

3:60 Administrative Responsibility of the Building Principal

Duties and Authority

The Board of Control, upon the recommendation of the Director, employs Building Principals and Special Education Administrators as the chief administrators and instructional leaders of their assigned schools, and may employ Assistant Principals. The primary responsibility of a Building Principal and Special Education Administrator is the improvement of instruction and management of special education services. 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 Director may assign, that are consistent with the Building Principal's and Special Education Administrator's education and training. Each Building Principal, Assistant Principal, and Special Education Administrator shall complete State law requirements to be a prequalified evaluator before conducting an evaluation of a teacher or assistant principal.

Evaluation Plan

The Director 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 Director or designee shall evaluate each Building Principal or, in the absence of the Director or his or her designee, an individual appointed by the Board of Control who holds a valid professional educator license endorsed for Director. The Director 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 Director*.

LEGAL REF.: 10 ILCS 5/4-6.2.

105 ILCS 5/2-3.53a, 5/10-20.14, 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, and 5/24A-15.

105 ILCS 127/.

23 Ill.Admin.Code Parts 35 and 50, Subpart D.

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

ADOPTED: March 8, 2019

Special Education Association of Peoria County

3:70 Succession of Authority

If the Director, 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 Director and submitted to the Board of Control.

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

ADOPTED: March 8, 2019

Special Education Association of Peoria County