

RULE

The requirement of preliminary hearings in felony cases does not apply to misdemeanor charges. *People v. Davis*, App. 3 Dist.2010, 337 Ill.Dec.786, 397 Ill.App.3d 1058, 923 N.E.2d 345. A preliminary hearing is not a trial and is not intended to be a discovery proceeding; rather, it is a proceeding connected to charging a defendant by an information in order to determine probable cause. *People v. Diestelhorst*, App. 5. Dist.2003, 280 Ill.Dec. 201, 344 Ill.App.3d 1172, 801 N.E.2d 1146. Determination of existence of probable cause at a preliminary hearing is governed by common sense considerations, and the calculation concerns of the probability of criminal activity, rather than proof beyond a reasonable doubt. *People v. Smith*, App 4. Dist.2012, 360 Ill. Dec. 518, 968 N.E.2d 1271. While a preliminary hearing is a critical stage in the proceeding, its function is limited to a prompt determination of whether a crime charged was committed and, if so, whether probable cause exists to believe that it was committed by the defendant, *People v. Bonner*, 1967, 37 Ill.2d 553, 229 N.E.2d 527. Probable cause is a low threshold. In fact, probable cause does not even demand a showing of the belief that the suspect has committed a crime be more likely true than false. *In re Detention of Hardin*, 238 Ill.2d 33, 45, 342 Ill.Dec. 555, 932 N.E.2d 1016 (2010). Further, 725 ILCS 5/111-2.1 states hearsay is generally allowed at a preliminary hearing. *People v. Blackman*, 91 Ill.App.3d 130, 46 Ill.Dec. 524, 414 N.E.2d 246 (1980). In this specific instance, the relevant and controlling laws related to the charges are 20 U.S.C. §1232g, the Family Education and Privacy Rights Act and the Illinois School Student Records Act under 105 ILCS 10.

ARGUMENT

The State has established probable cause as it relates to Count I of the information. In general, as Superintendent of Mercer County School District, the defendant was a public employee, acting in his official capacity who knowingly misused his official position. This misuse of his position was demonstrated by the testimony of Inv. Kenny who indicated that he pressured, directed and coerced a school nurse, to provide confidential student medical records without lawful justification. These statements were not rebutted or refuted, only acknowledged and excused by the defense. The state has met the required burden of probable cause at the preliminary hearing. Since there is probable cause to believe that the defendant used his official capacity to commit Unauthorized Access to Medical Records and Computer Tampering, there is additionally probable cause to find that the defendant committed to offense of Official Misconduct.

There is probable cause to believe that Mr. Farquer committed Official Misconduct related to Unauthorized Access to Medical Records

It is certainly correct that the best indication of intent is the plain and ordinary meaning of the statute's language. *Levine V. City of Chicago*, 2024 IL App (1st) 231245. Throughout the entirety of 210 ILCS 85/6.17, it clearly defines and uses "no member of a hospital's medical staff", "No agent of the hospital" and "no employee of the hospital". However, the statute also intentionally uses the term "any individual" in the section in which Mr. Farquer is charged with. That section to statute specifically states that "any individual who willfully or wantonly discloses hospital or medical information in violation of this section is guilty of a Class A misdemeanor". If the statute meant for it to only apply to those defined under this Act they would not have used

that specific language. This subsection is contained under the “Protection of and Confidential Access to Medical Records and Information” portion of the statute further clarifying that it is not simply to be construed to apply only to those defined under the Act but to any individuals who obtain access, lawful or not, and share information covered under the definition of hospital or medical record information.

The information that was requested by Mr. Farquer absolutely falls under a medical record definition. It would be information that was obtained by the school for an individual who sought medical treatment and/or care of illness as defined in 210 ILCS 85/3. Student medical records and immunization records are absolutely protected health information. The investigator testified that the school nurse only released those records because the defendant improperly asserted his authority and demanded access to those records. These statements are enough to allow the court to find probable cause related to the charge of Official Misconduct in that Mr. Farquer used his official capacity to commit Unauthorized Access to Medical Records under 210 ILCS 6.17(i) as charged.

There is probable cause to believe that Mr. Farquer committed the offense of Official Misconduct related to Computer Tampering

Mr. Farquer is charged with committing official misconduct in that said defendant knowingly and in excess of the authority granted to him as superintendent caused to be accessed information on the computer of the school nurse and obtained data, being healthcare information. The charge of this offense does not limit the State to violations in HIPAA or FERPA as stated in the defense’s memorandum. The State simply has to prove at this juncture that the defendant accessed information in excess of the authority granted to him as superintendent. In fact, there is

not a single mention of HIPAA in the State's charges; therefore, defense's fixation with the HIPAA laws in their brief is confusing and irrelevant. As referenced in defense's brief, 20 USC §1232g(a)(4)(A) defines what a student record is. However, more importantly, §g(B) illustrates what is **not** considered a student record. §g(B)(i) indicates that a student record does not include records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute. The defense indicates that there is further guidance from the Code of Federal Regulations, but if examined, the cite to that information is website for the U.S. Department of Education that indicates they are citing 34 CFR §99.2. 34 CFR §99.2 states in its entirety, "the purpose of this part is to set out requirements for the protection of privacy of parents and students under section 444 of the General Education Provisions Act" and makes no reference to health information as indicated in defense's brief on Page 14. So to indicate that there is a clarifying regulation that allows a superintendent to access medical records is flat out false. Although the State argues at this point, there is ample evidence to support a finding of probable cause, if the court wishes to continue its analysis, there is additional mention that this inquiry served a legitimate education interest. Defense indicates to the court that those who have been determined by such agency or institution to have a legitimate educational interest can be defined by 20 U.S.C. §1232g(b)(1)(A). They go so far as to cite in their brief that this statute permits the release of educational records without parental consent to school officials who have been determined by such agency or institution to have legitimate educational interests. When in fact, the cited statute actually indicates that "no funds shall be made available to any applicable program to any educational agency or institution which has a

policy or practice of permitting the release of educational records (containing identifiable information contained therein other than directory information, as defined in paragraph (5) subsection (a)) of students without written consent of their parents to any individual, agency or organization other than the following. . .” The defense is asking the court to make a finding of no probable cause based on cherry picked and misquoted information without providing the court with the appropriate statutes and controlling law. The defense goes even further to cite a case for this court as guiding law, asking the Court to adopt the ruling handed down in *Sch. Bd. Of Miami-Dade Cnty V. Martinez-Oller*, 167 So. 3d 451, 453 (Fla. Dist. Ct. App. 2015) citing that FERPA unambiguously and exclusively entrusts the determination of legitimate educational interests with educational agencies. This case greatly differs from ours at hand. The cited case relates to a neglect supervision action arising out of a classroom incident where a student threw an 8-pound textbook at a classmate. The cause of action alleged that the school board was negligent for not releasing the student’s disciplinary records. This case does not even closely align with the facts of our case at hand and further is not related to medical records. The most notable difference is that the records sought in this matter are disciplinary records. Records that are clearly named to fall under part of the student’s record.

Both Illinois Law and the Mercer County Board of Education Policies cover the duties of a superintendent. The Mercer County BOE policy is only 8 pages in length. (Exhibit 1). Those policies indicate that the superintendent is responsible for “the administration and management of the district schools in accordance with School Board policies and directives, and **State and Federal law.** (Emphasis Added) District management duties include without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and

Federal law. . .” These policies, specifically the superintendent duties which can be found on page 3 of the policy, contain specific references to the Illinois Compiled Statutes. (Exhibit 2) These statutes include superintendent duties, school board duties with respect to superintendent, administrator and teacher salaries, license requirements, and superintendent contracts. None of these statutes mention the duties to include access to medical records, current illnesses or vaccinations of students. Defense indicates that if Inv. Kenney had reviewed the Mercer County Board of Education’s policies, she would have found there is a legitimate educational interest there. However, there are no clear administrative duties outlined in those policies, like the defense leads the court to believe. Further, the defense continually challenges the investigative ability of Inv. Kenney with absolutely no support thereof. The defense indicates that had Inv. Kenney looked or spoken to certain individuals, she would have most certainly found that Mr. Farquer had a legitimate educational interest. These statements and conclusions seem to be one of credibility and facts that are for a trier of fact to decide and not legal counsel for the defense nor are such conclusions appropriate at the preliminary hearing stage. Furthermore, for the defense to continually mention that there no facts whatsoever to support a finding of probable cause, they seem to indefinitely be able to reiterate facts and draw conclusions based on those facts. In their brief the defense asks the court to find weight in articles such as the local news reporting channel, WRMJ. This news agency posted a press release after this case had been filed and eventually posted a statement from the school board. The inclusion of any statement from an online source is not only inappropriate but truly gives rise to evidentiary concerns. There is no knowledge of who wrote that, who posted it and/or if the entire board agreed with that statement. In fact, it would make sense that a statement from the Mercer County Board relating to such

incident could have been written by legal counsel. Further, the article the defense quotes in the brief relating to the Mercer County Board's statement indicates that it's a WRMJ post related to the preliminary hearing being continued to Nov. 4, 2025 and not a link to the statement from the Mercer County Board of Education; therefore, it is yet again another misstatement of the evidence the defense is asking the court to consider.

Moreover, 105 ILCS 10 contains the controlling law under ISSRA. First, as it relates to the "School Student Record" definition under this Act, it states that a school student record includes any writing or other recorded information concerning a student by which a student may be individually identified, maintained by a school or at its direction or by an employee of the school regardless of how or where the information is stored. Additionally, there is clarification that any writings or other recorded information maintained by an employee of a school or other person at the direction of a school employee for his or her exclusive use is **not** considered part of the student school record. In fact, the Administrative Code contains many definitions and clarifications related to what does and does not constitute health records or health-related information under the Administrative Code. In the Illinois Compiled Statutes, as it relates to "Student Permanent Record", this definition indicates that this may include the student's name, date of birth, address, grades, grade level, parents' name and address, attendance records and such other entries as the State Board may require or authorize. 105 ILCS 10/2(e). Additionally, Illinois Administrative Code Title 23 Subsection A Chapter I Subchapter k Part 375.10 indicates that the "Student Permanent Record means and shall consist of the following as limited by Section 2(d) of this Act: Basic identifying information, academic transcript, Evidence required under Section 5(b)(1) of the Missing Children Records Act, Attendance Record, Health Record,

Record of release of permanent record in accordance with Section 6(c) of the Act, and Scores received on all State assessment tests administered. It further clarifies that if not maintained in the temporary record, the student's permanent record may also consist of honors awards and information concerning participation in school-sponsored activities. This section concludes with "no other information shall be placed in the student permanent record." This Administrative code also provides us with a definition of the word "health record" as used in this section. It states that "health record" means medical documentation necessary for enrollment and proof of having certain vaccinations, as may be required under Section 27-8.1 of the Code. The Defense uniquely leaves out all of the exemptions noted above as they present them in their brief. Further, the defense indicates that health record is considered part of the student's permanent record. As demonstrated above, that is also incorrect as health records for permanent student records only pertain to information that is required to enroll in school. All these medical records related to students already enrolled at Mercer County High School. For the reasons stated, defense's argument that Mr. Farquer is permitted to access education records under ISSRA is inappropriate and should be disregarded by this Court.

The student's temporary record is also specifically defined both under 105 ILCS10/2(f) and the Illinois Administrative Code. 105 ILCS 10/2(f) indicates that it consists of all information contained in a school student record but not contained in the student's permanent record. Such information may include family background information, intelligence tests scores, aptitude test scores, psychological and personality test results, teacher evaluations and other information of clear relevance to the education of the students. "Temporary Student Record" under the Illinois Administrative Code contains the same or similar language but also includes the completed

home language survey form, information regarding serious disciplinary infractions, any biometric information, health related information, and accident reports. Section 375 of the Illinois Administrative Code indicates that "Health-related information" means current documentation of a student's health information not otherwise governed by the Mental Health and Developmental Disability Confidentiality Act or other privacy laws, that includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs, long term medications administered during school hours, documentation regarding a student athlete's and his or her parent's or guardian's acknowledgement of the district's concussion policy and other health information related to information that is relevant to school participation. The defense is asking the court to find that Mr. Farquer had the ability to access this information because it should be a part of the school record. However, it in fact is not. As a matter of fact, under 105 ILCS 10/4, each school is required to designate an official records custodian who is responsible for the maintenance, care, and security of all student records. Under this portion of the statute, information contained by the custodian shall be limited to information which is of clear relevance to the education of students and information added to a temporary record shall include the name, signature and position of the person who has added such information and the date of its entry into the record. The information requested by Mr. Farquer had no such notations or signatures on it. Therefore, it logically wasn't a part of said record or in the alternative there is yet another shortfall on behalf of Mr. Farquer. If it was a part of the school record, the nurse would not be the only individual who had access to this information based on the statute governing what should be in the school records and who has access to them. In fact, there was testimony at the preliminary hearing that Ms. Woods was the only individual

that had access to these records. Hence the reason for the incessant demands from Mr. Farquer to obtain the information. Furthermore, it is clear from the language of this statute that the school records are to contain information that is either necessary to enroll a student in school or that it falls under the student's temporary record. The first clearly doesn't apply. Otherwise, Mr. Farquer, as an administrator, would have already had access to this information. The logic related to the student's temporary record also falls short as the definition gives clear examples as to what these types of documents should be related to, such as medication needed to be administered during school time or information necessary to implement a 504 plan, none of which come close to the information that was being demanded by Mr. Farquer.

Lastly, the defense asks the court to find that Mr. Farquer was permitted to access these types of records as an official within the school district who had a "current demonstratable education or administrative interest". The defense indicates that he clearly had a current demonstratable education or administrative interest in protecting students related to the Measles incident and the HFM incident. However, based on the evidence at the preliminary hearing there is no evidence at all that Mr. Farquer did anything administrative with the demanded medical information. He did not enforce any new health requirements, nor contact anyone related to the general care of the students at the high school, nor implement any rules within the school to further the argument regarding Mr. Farquer having any legitimate interest, which is exactly the State's position. The only action he took with this information was to compile it into a Google Drive document and share it with another unauthorized individual. Mr. Farquer wanted this information simply because he felt he could. He had no legitimate interest or intention with this information, and this type of inquiry certainly doesn't fall within one of the exemptions that

allow him access to this information without the consent or notification of the parents or guardians.

Finally, the defense asks the court again and again to find that a reasonably cautious person would believe that Mr. Farquer knowingly performed acts that were forbidden. That is not the standard that is set forth in the landmark cases related to making a finding of probable cause at a preliminary hearing. The cases cited by the defense, specifically *People v. Cummings* and *People v. Hopkins*, relate cases that involve a motion to suppress and a warrantless arrest of a defendant, and an analysis of a *Terry* stop where the court is asked to examine the appropriateness of a *Terry* stop turning into probable cause for a warrantless arrest by the police. Both of those are significantly different than the situation the court is being asked to analyze here.

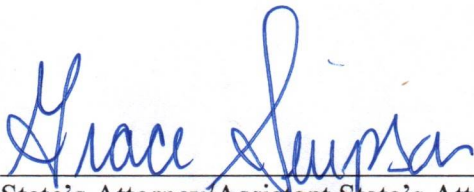
The State would reiterate that although this brief comments on the defense's position on multiple areas of the law that pertain to what could arise to an affirmative defense, the State has met their burden of proof many times over through the consistent testimony of Inv. Kenney. A hearing judge may terminate preliminary hearing proceedings once probable cause has been established. *People v. Bonner*, 37 Ill. 2d 553, 229 N.E.2d 527 (1967).

CONCLUSION

In conclusion, the State has presented more than sufficient evidence to prove probable cause as required by law at the preliminary hearing. Specifically, the State has proven there is probable cause to believe that the crime of Official Misconduct has occurred and that the defendant used his position as the Superintendent of Mercer County High School to obtain confidential

information unlawfully and through coercive authority. Therefore, probable cause exists. The dismissal sought by the defense is unsupported and unwarranted. Further, any analysis related to the misdemeanors in this matter is inappropriate as the defendant is only entitled to a preliminary hearing as it relates to Count I of the information.

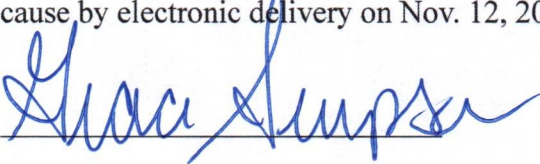
Wherefore, the State prays that this court finds that probable cause exists, holds the defendant to answer to charges, and sets this matter for a pretrial conference date.



State's Attorney/Assistant State's Attorney

PROOF OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause by electronic delivery on Nov. 12, 2025.



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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)

Adopted by Mercer County School Board of Education on December 21, 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)

Adopted by the Mercer County School Board of Education on July 16, 2025.

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)

Adopted by Mercer County School Board of Education on May 17, 2023.

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)

Adopted by Mercer County School Board of Education on December 13, 2023.

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)

Adopted by Mercer County School Board of Education on December 21, 2022.

General School Administration

Succession of Authority

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

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

Adopted by Mercer County School District Board of Education – June 22, 2022



(105 ILCS 5/10-21.4) (from Ch. 122, par. 10-21.4)

Sec. 10-21.4. Superintendent - Duties. Except in districts in which there is only one school with fewer than 4 teachers, to employ a superintendent, who shall have charge of the administration of the schools under the direction of the board of education. However, in any school district that has boundaries that lie in 3 counties, one county of which has a population exceeding 1,000,000 inhabitants, that has an enrollment of more than 35,000 students, and that has on staff properly licensed assistant superintendents or directors in the areas of instruction, finance, special education, assessments, and career and technology education, the school board may instead, by a vote of a majority of its full membership, appoint a chief executive officer to serve as its superintendent, who shall be a person of recognized administrative ability and management experience, hold a master's degree, have been employed with the school district for a minimum of 5 years in an administrative capacity, be responsible for the management of the district, and have all other powers and duties of a superintendent as set forth in this Code, but who shall be exempt from the provisions and requirements of Section 21B-15 of this Code for a period of 5 years.

In addition to the administrative duties, the superintendent shall 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. However, in districts under a Financial Oversight Panel pursuant to Section 1A-8 for violating a financial plan, the duties and responsibilities of the superintendent in relation to the financial and business operations of the district shall be approved by the Panel. In the event the Board refuses or fails to follow a directive or comply with an information request of the Panel, the performance of those duties shall be subject to the direction of the Panel. The superintendent shall also notify the State Board of Education, the board and the chief administrative official, other than the alleged perpetrator himself, in the school where the alleged perpetrator serves, that any person who is employed in a school or otherwise comes into frequent contact with children in the school has been named as a perpetrator in an indicated report filed pursuant to the Abused and Neglected Child Reporting Act, approved June 26, 1975, as amended. The superintendent shall 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.

In addition, each year at a time designated by the State Superintendent of Education, each superintendent shall report to the State Board of Education the number of high school students in the district who are enrolled in accredited courses (for which high school credit will be awarded upon successful completion of the courses) at any community college, together with the name and number of the course or courses which each such student is taking.

The provisions of this Section shall also apply to board of director districts.

Notice of intent not to renew a contract must be given in writing stating the specific reason therefor by April 1 of the contract year unless the contract specifically provides otherwise. Failure to do so will automatically extend the contract for an additional year. Within 10 days after receipt of notice of intent not to renew a contract, the superintendent may request a closed session hearing on the dismissal. At the hearing the superintendent has the privilege of presenting

evidence, witnesses and defenses on the grounds for dismissal. The provisions of this paragraph shall not apply to a district under a Financial Oversight Panel pursuant to Section 1A-8 for violating a financial plan.
(Source: P.A. 99-846, eff. 6-1-17.)

(105 ILCS 5/10-16.7)

Sec. 10-16.7. School board duties with respect to superintendent. In addition to all other powers and duties enumerated in this Article, the school board shall make all employment decisions pertaining to the superintendent. The school board shall direct, through policy, the superintendent in his or her charge of the administration of the school district, including without limitation considering the recommendations of the superintendent concerning the budget, building plans, the locations of sites, the selection, retention, and dismissal of employees, and the selection of textbooks, instructional material, and courses of study. The school board shall evaluate the superintendent in his or her administration of school board policies and his or her stewardship of the assets of the district.

(Source: P.A. 94-881, eff. 6-20-06.)

(105 ILCS 5/10-20.47)

Sec. 10-20.47. Administrator and teacher salary and benefits; report. Each school board shall report to the State Board of Education, on or before October 1 of each year, the base salary and benefits of the district superintendent and all administrators and teachers employed by the school district. For the purposes of this Section, "benefits" includes without limitation vacation days, sick days, bonuses, annuities, and retirement enhancements.

Prior to this annual reporting to the State Board of Education, the information must be presented at a regular school board meeting, subject to applicable notice requirements, and then posted on the Internet website of the school district, if any.

(Source: P.A. 96-266, eff. 1-1-10; 96-1000, eff. 7-2-10; 97-256, eff. 1-1-12.)

(105 ILCS 5/10-23.8) (from Ch. 122, par. 10-23.8)

Sec. 10-23.8. Superintendent contracts. After the effective date of this amendatory Act of 1997 and the expiration of contracts in effect on the effective date of this amendatory Act, school districts may only employ a superintendent or, if authorized by law, a chief executive officer under either a contract for a period not exceeding one year or a performance-based contract for a period not exceeding 5 years.

Performance-based contracts shall be linked to student performance and academic improvement within the schools of the districts. 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. Each performance-based contract shall include the goals and indicators of student performance and academic improvement determined and used by the local school board to measure the performance and effectiveness of the superintendent and such other information as the local school board may determine.

By accepting the terms of a multi-year contract, the superintendent or chief executive officer waives all rights granted him or her under Sections 24-11 through 24-16 of this Act only for the term of the multi-year contract. Upon acceptance of a multi-year contract, the superintendent or chief executive officer shall not lose any previously acquired tenure credit with the district.

(Source: P.A. 99-846, eff. 6-1-17.)