

June 25, 2014

**ADOPT AMENDMENTS TO THE UNIFORM PRINCIPAL'S PERFORMANCE CONTRACT FOR
SCHOOLS WITH A TRADITIONAL LOCAL SCHOOL COUNCIL AND TO THE UNIFORM
PRINCIPAL'S PERFORMANCE CONTRACT FOR SCHOOLS WITH AN APPOINTED LOCAL
SCHOOL COUNCIL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education approve a revised Uniform Principal's Performance Contract for schools with a traditional Local School Council, attached as Exhibit A, and also approve a revised Uniform Principal's Performance Contract for schools with an appointed Local School Council, attached as Exhibit B. The proposed amendments to both Uniform Principal's Performance Contracts have been discussed with the Principals' and Administrators' Association.

DESCRIPTION: The amendments are necessary to reflect changes in the law including the requirement to hold a REACH certificate to evaluate staff, the requirements of the Performance Evaluation Reform Act of 2010 and the change in the composition of the traditional Local School Council to include an additional a non-teaching staff member. The amendments further include and provide for modifications to Board Rules, Policies, procedures and guidelines, provide for principal consent to release their annual evaluation by the CEO or designee to their local school council and clarify the contracting process undertaken by Local School Councils through revisions to the certification page. Additional revisions were included to reflect current practice, streamline or clarify contract provisions and distinguish the two types of uniform principal's performance contracts.

Approved for Consideration:



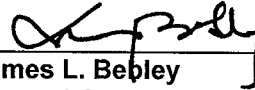
Alicia Winckler
Chief Talent Officer

Respectfully submitted:



Barbara Byrd-Bennett
Chief Executive Officer

Approved as to Legal Form: 



James L. Bepley
General Counsel

UNIFORM PRINCIPAL'S PERFORMANCE CONTRACT

For Schools with a Traditional Local School Council

This Uniform Principal's Performance Contract ("Agreement") is made and entered this ____ day of _____, 20__ by and between the Board of Education of the City of Chicago ("Board of Education"), the Local School Council at _____ School ("Local School Council") and _____ ("Principal"). This Agreement sets forth the rights and obligations of the parties with respect to the employment of the Principal at _____ School (the "Attendance Center").

This Agreement is made pursuant to the provisions of the Illinois School Code, which are incorporated herein by this reference.

In consideration of the following promises, the parties agree as follows:

I. TERM

Principal is hereby employed by the Board of Education and agrees to serve for four (4) years as the Principal at the Attendance Center commencing _____ and ending _____, unless this Agreement is terminated earlier as provided in Section V. or declared null and void as provided in Section IX. of this Agreement.

II. DUTIES OF PRINCIPAL

The Principal shall be the chief executive/operating officer of the Attendance Center. The Principal's duties shall include, but not be limited to, the following:

- a) The Principal shall supervise the educational operation of the Attendance Center and shall assume administrative responsibility and instructional leadership, in accordance with Board of Education Rules, Policies and the written Procedures and Guidelines promulgated pursuant to Rule or Policy, for the planning, operation and evaluation of the educational program of the Attendance Center.
- b) The Principal's primary responsibility is the improvement of instruction at the Attendance Center.
- c) The Principal shall develop a Local School Improvement Plan also known as the Continuous Improvement Work Plan ("Plan"), pursuant to the Illinois School Code, 105 ILCS 5/34-2.4, for the Attendance Center in consultation with the Local School Council, all categories of school staff, parents and community residents. The Principal shall then submit the Plan to the Local School Council for approval or disapproval.
- d) After a Plan has been approved by the Local School Council (or if the school has been placed on probation, pursuant to 105 ILCS 5/34-8.3, after a Plan has been approved by the Board of Education), the Principal shall be responsible for the implementation of the approved Plan.
- e) The Principal shall develop an expenditure plan, pursuant to the Illinois School Code, with respect to funds allocated and distributed to the Attendance Center by the Board of Education. The expenditure plan which reflects the priorities and activities of the Plan shall be developed in consultation with the Local School Council, the Professional Personnel Leadership Committee of the Attendance Center and all other school personnel. The Principal shall submit said expenditure plan annually to the Local School Council for approval.
- f) The Principal shall provide the Professional Personnel Leadership Committee the opportunity to review and make recommendations regarding (i) the specific methods and contents of the school curriculum within the Board of Education's system-wide curriculum standards and objectives, (ii) the Plan and school budget, and (iii) other educational improvements.
- g) After an expenditure plan has been approved by the Local School Council (or if the school has been placed on probation, pursuant to 105 ILCS 5/34-8.3, after an expenditure plan has been approved by the Board of Education), the Principal shall be responsible for the implementation of the approved expenditure plan.

- h) Unless prohibited by law or by Rule or Policy of the Board of Education, the Principal shall provide to the Local School Council copies of all internal audits and any other pertinent information generated by any audits or reviews of the programs and operations of the Attendance Center.
- i) The Principal shall direct, supervise, evaluate and suspend with or without pay or otherwise discipline all teachers and other employees assigned to the Attendance Center in accordance with Board of Education Rules, Policies, and written Procedures and Guidelines promulgated pursuant to Rule or Policy and consistent with applicable collective bargaining agreements and Illinois law.
- j) The Principal shall direct, supervise, evaluate and issue discipline to or dismiss the assistant principal(s) assigned to the Attendance Center in accordance with Board of Education Rules, Policies, and written Procedures and Guidelines promulgated pursuant to Rule or Policy.
- k) The Principal shall fill vacant positions at the Attendance Center by appointment in accordance with the procedures established by the Chief Executive Officer or designee with such appointment(s) based on merit and ability to perform in the position without regard to seniority or length of service, as provided in 105 ILCS 5/34-8.1.
- l) The Principal shall appoint, dismiss, retain, promote and assign the personnel assigned to the Attendance Center in accordance with Board of Education Rules, Policies, and written Procedures and Guidelines promulgated pursuant to Rule or Policy.
- m) The Principal shall attend academies or other training sessions mandated by the Chief Executive Officer, the Board of Education or the Illinois State Board of Education.
- n) The Principal shall perform faithfully his/her duties and obligations as a member of the Local School Council of the Attendance Center.
- o) The Principal shall endeavor to maintain a positive education and learning climate at the Attendance Center.
- p) The Principal shall endeavor to establish clear lines of communication regarding school goals, accomplishments, practices and policies with the Local School Council, parents and teachers, and, unless prohibited by law or by Rule or Policy of the Board of Education, shall provide to the Local School Council information necessary for the Local School Council to perform its duties under the School Code.
- q) The Principal shall fulfill other obligations imposed upon the Principal by: the Illinois School Code; other applicable state and federal laws; Board of Education Rules, Policies and written Procedures and Guidelines promulgated pursuant to Rule or Policy; collective bargaining agreements; and court decisions and decrees and settlements entered into by the Board of Education.
- r) The Principal may, in accordance with Board of Education Rules, Policies and written Procedures and Guidelines promulgated pursuant to Rule or Policy including, but not limited to those concerning conference leave, seek professional growth through collegial activities, attendance at professional meetings and the pursuit of further education.

Failure to perform the duties set forth in this Section, in Board of Education Rules, Policies, written Procedures or Guidelines or the duties specified by the Chief Executive Officer or designee may result in disciplinary action pursuant to Rules, Policies and written Procedures and Guidelines promulgated pursuant to Board Rule or Policy, and may constitute a material breach of this Agreement and cause for termination.

III. COMPENSATION

The Board of Education shall pay salary and provide benefits to the Principal in accordance with the administrative salary plan, as may be amended from time to time, Board Rules, Policies, Guidelines and Procedures promulgated pursuant to Rule or Policy, including all benefits for which full-time, regularly appointed certificated employees are eligible.

IV. EVALUATION

A. Evaluation By The Local School Council

(a) The Local School Council shall annually evaluate the Principal in accordance with 105 ILCS 5/34-2.3. The evaluation shall be in writing in a form prescribed by the Board of Education, which includes the following criteria:

- 1) student academic improvement, as defined by the Plan;
- 2) student absenteeism rates at the school;
- 3) instructional leadership;
- 4) the effective implementation of programs, policies, or strategies to improve student academic achievement;
- 5) school management;
- 6) any factors deemed relevant by the local school council, including, without limitation, the principal's communication skills and ability to create and maintain a student-centered learning environment, to develop opportunities for professional development, and to encourage parental involvement and community partnerships to achieve school improvement;
- 7) the Principal's fulfillment of his/her duties under this Agreement, including the duties specifically identified in Section II of this Agreement;
- 8) such other performance factors as are mutually agreed upon by the Principal, the Board of Education and the Attendance Center's Local School Council in accordance with Section XI. of this Agreement.

Nothing in this section precludes the Board of Education from establishing a new evaluation form comprised of a school and student performance data portion in addition to a principal practice portion as summarized above.

(b) Not less than 150 days prior to the expiration of this contract, the Local School Council shall evaluate the Principal, in writing, using the Board-approved evaluation form, to assess the educational and administrative progress made at the school during the term of this Agreement in order to determine whether to renew this Agreement. The Local School Council shall base its evaluation on the criteria set forth in Section IV.A.(a) above.

(c) The Principal and the Local School Council shall meet at least once as the Local School Council gathers information to prepare its annual evaluation. The Local School Council shall send its signed, written evaluation, in the form prescribed by the Board of Education, to the Principal on the date specified by the Chief Executive Officer or designee during each year of this Agreement.

(d) Within 30 days of the Principal's receipt of the Local School Council's signed, written evaluation, the Principal and the Local School Council may meet, upon request of either the Principal or the Local School Council, in executive session, to discuss the contents of the evaluation. As a result of that meeting, the Local School Council may, but is not obligated to, revise its written evaluation. The Local School Council shall send a copy of its final evaluation to the Principal, with a copy to the Chief Executive Officer or designee, on the date specified by the Chief Executive Officer or designee.

(e) For purposes of completing an evaluation during a Local School Council election year, in the event the Board of Education establishes a new evaluation form with a data portion in addition to a principal practice portion, the principal practice portion shall be completed by the outgoing Local School Council who observed principal practice and the data portion shall be completed by the new Local School Council when the data for the relevant evaluation period is available. The evaluation is not considered final until both portions are completed.

B. Evaluation By The Chief Executive Officer

(a) The Chief Executive Officer or designee shall conduct an annual evaluation of the Principal in accordance with 105 ILCS 5/34-8. The Chief Executive Officer or designee will not issue an annual evaluation to a new principal based on less than five school months of performance, provided however, nothing in this section shall preclude the Chief Executive Officer or designee from taking steps to manage the performance of a new principal during the first five school months of their contract term or thereafter.

(b) The annual evaluation conducted by the Chief Executive Officer or designee shall be sent to the Principal and the data used in the evaluation will be sent to the Local School Council.

(c) The Principal authorizes the Chief Executive Officer or designee to share with the Local School Council the Performance Level Rating result from their annual evaluation by the Chief Executive Officer or designee.

(d) The Principal authorizes the Chief Executive Officer or designee to share with the Local School Council, upon request by the Chairperson of the Local School Council, the complete annual evaluation that the Principal received from the Chief Executive Officer or designee, including the Principal reflections/comment portion of the evaluation.

(e) The Principal authorizes the Chief Executive Officer or designee to meet with the Local School Council in executive session to discuss the contents of the Principal's evaluation conducted by the Chief Executive Officer or designee and the Principal may elect to participate in this meeting.

Nothing in this Section is intended to preclude the Principal from sharing with the Local School Council the contents of his/her Principal's evaluation conducted by the Chief Executive Officer or designee including the Principal reflections/comment portion of the evaluation.

V. CONTRACT TERMINATION

This Agreement may be terminated by the Board of Education upon:

- (a) written agreement of the Board of Education, the Local School Council and the Principal;
- (b) removal of the Principal for cause pursuant to 105 ILCS 5/34-85;
- (c) closure of the attendance center or permanent merger of the attendance center into another attendance center;
- (d) death or retirement of the Principal;
- (e) resignation of the Principal, which includes when a Principal is absent without leave;
- (f) approval of the Principal's request for a supplemental personal medical leave or other leave that does not provide position protection;
- (g) removal, reassignment, layoff or dismissal of the Principal pursuant to 105 ILCS 5/34-8.3 and 105 ILCS 5/34-8.4.

Further, this Agreement may be deemed null and void by the Board of Education as described in Section IX. of this Agreement. For purposes of Section V.(f) above, a principal on a supplemental personal medical leave or other leave that does not provide position protection maintains their Board employment status during the term of the approved leave notwithstanding the termination of this Agreement.

VI. EXPIRATION

Unless terminated earlier, this Agreement, including and notwithstanding the procedures set forth herein, shall expire at the end of its stated term and shall not grant or create any contractual rights or other expectancy of continued employment beyond the term of this Agreement, except as indicated and solely to the extent provided in Section VII of this Agreement.

VII. RENEWAL AND NON-RENEWAL

(a) The Local School Council shall decide whether to renew this Agreement with the Principal based upon the evaluation pursuant to Section IV.A.(b). The Local School Council shall notify the Principal of its decision regarding whether to renew this Agreement with the Principal in writing no later than February 1 of the calendar year in which this Agreement expires or, if the Principal's term expires on a date other than June 30, 150 days before expiration of this Agreement. The Principal shall have no right to demand that the Local School Council make this decision earlier than the date set forth in this Section. In the event that the Local School Council fails to provide written notice of its decision in the manner set forth above by February 1 or, if the Principal's term expires on a date other than June 30, 150 days before expiration of this Agreement, then the Board may appoint an interim principal at the Attendance Center until the Local School Council selects a new Principal to serve.

(b) In the event that the Local School Council decides not to renew this Agreement with the Principal, the Local School Council shall, if requested by the Principal, provide in writing the reasons for its decision not to renew. The written reasons shall be provided to the Principal, with a copy to the Chief Executive Officer, no later than February 22 of the calendar year in which this Agreement expires or, if the Principal's term expires on a date other than June 30, 128 days before expiration of this Agreement.

(c) The Local School Council shall have no right to renew this Agreement with the Principal if the Principal fails to meet any requirement which is established or imposed by the Board of Education in accordance with 105 ILCS 5/34-8.1 as a condition of the continued employment of the Principal or of the renewal of this Agreement with the Principal.

(d) In the event that the Local School Council decides to renew this Agreement at the conclusion of the term stated in Section I of this Agreement, the Board of Education, the Local School Council and the Principal shall enter into a new Agreement for a term of four years pursuant to 105 ILCS 5/34-2.3 upon approval by the Board of Education of employment of the Principal and subject to the following condition.

1) If the Principal failed to obtain a rating of "excellent" or "proficient" in the Chief Executive Officer's or designee's evaluation for the previous year and the Local School Council votes to renew the Principal's contract, a Local School Council member or members or the Chief Executive Officer, within 15 days after the Local School Council's retention decision, may request a review of that decision, to be conducted in accordance with 105 ILCS 5/34-2.3(1.5) and (1.10). Such a review may be requested only once for that Principal at that Attendance Center.

(e) In the event that this Agreement is not renewed, the Local School Council shall be free to select another principal to serve under a four year performance contract as principal of the Attendance Center subject to the following condition.

1) If the Local School Council fails to renew the performance contract of the Principal, and the Principal was rated by the Chief Executive Officer or designee in the previous years' evaluations as "excellent" or "proficient", the Principal, within 15 days after the Local School Council's non-retention decision, may request a review of that decision by submitting a written request to the Chief Executive Officer or designee. The review shall be conducted in accordance with 105 ILCS 5/34-2.3(1.5) and (1.10). The Principal may request such a review only once while at that Attendance Center.

(f) Pursuant to 105 ILCS 5/34-8.1, in the event that this Agreement is not renewed, the Principal's employment as a principal shall terminate upon the expiration of this Agreement, and he/she shall not be reinstated to any former position which he/she previously held with the Board of Education. However, the failure of the Local School Council to renew this Agreement with the Principal shall not limit the Principal from seeking and receiving other employment with the Board of Education based upon his/her experience and valid certifications and, if otherwise qualified under the Illinois School Code, his/her name shall be placed on appropriate eligibility lists which the Board of Education maintains for teaching positions.

(g) In the event that this Agreement is not renewed and the Principal does not retire or is not otherwise employed by the Board of Education after expiration of the term of this Agreement, the Principal shall be eligible to continue to receive his or her previously provided level of health insurance benefits for a period of 90 days following expiration of the term of this Agreement. Nothing in this subsection is intended to limit or otherwise impact the Principal's rights under COBRA or any other federal or state law concerning insurance.

VIII. SEVERABILITY

The provisions of this Agreement shall be considered severable and independent. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall not be affected.

IX. VOIDABLE CONTRACT

It is expressly agreed and understood that as a condition precedent to this Agreement, the Principal shall continuously possess the requisite state certifications/licenses and shall continuously satisfy the Board's employment and other requirements and prerequisites necessary to serve as Principal in the Chicago Public Schools and failure to do so shall constitute grounds for the Board of Education to declare this Agreement null and void.

(a) The Principal represents (1) that he/she currently and continuously possesses the requisite state licenses and certification(s) to serve as principal in the Chicago Public Schools which includes, but is not limited to, state certification to conduct teacher evaluations; and (2) that he/she meets any and all requirements for the employment or continued employment as principal which are established or imposed by the Board of Education in accordance with 105 ILCS 5/34-8.1. In the event the Principal does not continuously possess the requisite state certifications/licenses to serve as a principal in the Chicago Public School System or otherwise fails to meet any requirement established or imposed by the Board of Education in accordance with 105 ILCS 5/34-8.1, the Board of Education may declare this Agreement null and void and terminate the Principal.

(b) The Principal represents: (1) that the information set forth in his/her employment application, principal application and principal eligibility application is true and accurate; and (2) that he/she has never been convicted of any of the enumerated criminal offenses set forth in 105 ILCS 5/34-18.5. In the event that the Board of Education subsequently finds: (1) that the information set forth in said application(s) is not true and accurate; or (2) that he/she has been convicted of any of the enumerated criminal offenses set forth in 105 ILCS 5/34-18.5, the Board of Education may declare this Agreement null and void and terminate the Principal.

In the event the immediate predecessor principal at the Attendance Center is challenging the Local School Council's decision to not renew their agreement in accordance with 105 ILCS 34-2.3(1.5) and (1.10), this Agreement shall be deemed void or modified in accordance with the decision of the hearing officer in such matter.

X. APPLICABLE LAW

This Agreement shall be interpreted and governed by the laws of the State of Illinois.

XI. ENTIRE AGREEMENT

(a) This Agreement shall constitute the entire Uniform Principal's Performance Contract, and no additions, deletions or modifications may be made to this Agreement during its term unless made in writing and signed by the Board of Education, the Local School Council and the Principal. However, notwithstanding anything in this Agreement to the contrary this Agreement may be modified upon renewal pursuant to 105 ILCS 5/34-8.1. Also, notwithstanding anything in this Agreement to the contrary, the Board of Education may establish or impose requirements in accordance with 105 ILCS 5/34-8.1 as conditions of the execution of this Agreement, and may establish or impose requirements in accordance with 105 ILCS 5/34-8.1 as conditions of the renewal of this Agreement. This Agreement supersedes all prior agreements, arrangements and communications between the parties dealing with the subject matter hereof, whether oral or written.

(b) Nothing in subsection XI.(a) above shall prohibit the Local School Council from negotiating additional criteria pursuant to 105 ILCS 5/34-2.3. Such additional criteria shall not discriminate on the basis of race, color, sex, gender identity/expression, age, religion, creed, national origin, sexual orientation or disability unrelated to ability to perform, and shall not be inconsistent with this Agreement, with other provisions of the Illinois School Code governing the authority and responsibility of principals, with Board of Education Rules, Policies, Guidelines or Procedures, or with court decisions, decrees or settlements affecting the Board of Education. Any additional criteria are subject to approval by the Board of Education's General Counsel, working in consultation with the organization representing Principals (currently the Chicago Principals and Administrators Association), for purposes of determining such

consistency, and such criteria shall not be effective until they are so reviewed and approved, and included as an attachment to this Agreement prior to execution of this Agreement by the parties.

XII. MISCELLANEOUS

(a) This Agreement shall be binding upon and shall inure to the benefit of any transferees, successors or assigns of the Board of Education. This Agreement may not be assigned by the Principal under any circumstances.

(b) This Agreement is entered into solely for the benefit of the parties hereto, and any transferees, successors or assigns of the Board of Education pursuant to subsection XII.(a) above. This Agreement is not intended to confer any rights or impose any duties on any third party, and is not intended to expand the liability of any party hereto to any third party.

(c) The Principal agrees to comply during the term of this Agreement with all Board of Education Rules, Policies and written Procedures and Guidelines promulgated pursuant to Rule or Policy and to the extent that such Rules, Policies, Guidelines or Procedures are inconsistent with the terms and conditions of this Agreement, the Rules, Policies, Guidelines or Procedures shall control.

(d) The Rules and Policies and written Procedures and Guidelines promulgated pursuant to a Rule or Policy of the Board of Education promulgated during the term of this Agreement are hereby incorporated by this reference, and shall supersede any inconsistent terms and conditions of this Agreement.

(e) The waiver by any party of a breach of any provision of this Agreement by another party, or the failure of any party to enforce any provision or obligation hereunder, shall not operate or be construed as a waiver of any subsequent breach by that party or bar the subsequent enforcement of any provision or obligation under this Agreement.

Principal

Dated: _____

_____ Local School Council

By: _____
LSC Chairperson

Dated: _____

Attest: _____
LSC Secretary

Approved as to Legal Form:

Dated: _____

General Counsel, Board of Education

Received and Filed on _____, 20__

Secretary, Board of Education

Board Report No. _____

Certification by a Traditional Local School Council of a Principal Selection

(Please type or print)

School: _____

Principal Candidate's Name: _____

Contract Type: New Renewal

We, the members of the Local School Council, hereby certify that at our meeting of _____ (date) a quorum of 7 members was physically present and we voted to select _____ as Principal and we further certify that the following is a true and accurate record of this vote:

	Number
LSC Members Currently Serving	
LSC Members Present at Meeting <i>(exclude Principal & H.S. Student Representative)</i>	
LSC Members Absent From Meeting <i>(exclude Principal & H.S. Student Representative)</i>	
Yes Votes*	
No Votes	
Abstained from Vote	

Further, we certify that we complied with the Open Meetings Act by posting public notice and an agenda for the meeting at least 48 hours in advance (and, if a special meeting, provided written notice to each member); and that the principal (and student representative if a high school) did not vote in the selection process and was (were) not counted for the purpose of determining whether a quorum existed at the above meeting.

Signatures of the Local School Council Members Who Voted **Yes** for Candidate Named Above:

Date: _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

7. _____
8. _____
9. _____
10. _____
11. _____

Contract Type	* Votes Required to Award Contract
New Contract	7 Yes votes required
Renewal Contract	A majority of the members currently serving must vote Yes

Certification by a Traditional Local School Council to Submit a List of Principal Candidates to the CEO

For use when an LSC does not have the 7 required votes to award a Principal's Contract

(Please type or print)

School: _____

Network: _____

We, the members of the Local School Council, hereby certify that at our meeting of _____ (date), a quorum of 7 members was physically present and we were unable to directly select a new contract principal with seven (7) affirmative votes. Therefore, we voted _____ to _____ to _____ to submit
of "Yes" Votes # of "No" Votes # of Abstentions
 up to three (3) candidates for the position of contract principal, listed in order of preference, to the Chief Executive Officer, one of which will be selected by the Chief Executive Officer to serve as principal of the Attendance Center. We also undertook a separate vote to determine which candidate names would be submitted to the Chief Executive Officer and the order of preference and certify that the following is a true and accurate record of this vote:

Name of Candidates (In order of preference)	Number of "Yes" Votes
1.	
2.	
3.	

Further, we certify that we complied with the Open Meetings Act by posting public notice and an agenda for the meeting at least 48 hours in advance (and, if a special meeting, provided written notice to each member); and that the principal (and student representative if a high school) did not participate in any votes regarding the submission of candidate names to the Chief Executive Officer and was (were) not counted for the purpose of determining whether a quorum existed at the above meeting.

Signatures of the Local School Council Members Who Voted **Yes** to Submit Up to Three (3) Candidates to the Chief Executive Officer:

Date: _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

7. _____
8. _____
9. _____
10. _____
11. _____

UNIFORM PRINCIPAL'S PERFORMANCE CONTRACT**For a School with an Appointed Local School Council**

This Uniform Appointed Principal's Performance Contract ("Agreement") is made and entered this ____ day of _____, 20__ by and between the Board of Education of the City of Chicago ("Board of Education") and _____ ("Principal"). This Agreement sets forth the rights and obligations of the parties with respect to the employment of the Principal at _____ School (the "Attendance Center").

This Agreement is made pursuant to the provisions of the Illinois School Code, which are incorporated herein by this reference.

In consideration of the following promises, the parties agree as follows:

I. TERM

Principal is hereby employed by the Board of Education and agrees to serve for four (4) years as the Principal at the Attendance Center commencing _____ and ending _____, unless this Agreement is terminated earlier as provided in Section V. or declared null and void as provided in Section IX. of this Agreement.

II. DUTIES OF PRINCIPAL

The Principal shall be the chief executive/operating officer of the Attendance Center. The Principal's duties shall include, but not be limited to, the following:

- a) The Principal shall supervise the educational operation of the Attendance Center and shall assume administrative responsibility and instructional leadership, in accordance with Board of Education Rules, Policies and written Procedures and Guidelines promulgated pursuant to Rule or Policy, for the planning, operation and evaluation of the educational program of the Attendance Center.
- b) The Principal's primary responsibility is the improvement of instruction at the Attendance Center.
- c) The Principal shall develop a Local School Improvement Plan also known as the Continuous Improvement Work Plan ("Plan"), pursuant to the Illinois School Code, 105 ILCS 5/34-2.4, for the Attendance Center in consultation with the Attendance Center's Appointed Local School Council, as provided in the Board of Education's Policy on the Governance of Alternative and Small Schools" (hereinafter "Alternative and Small Schools Policy"), all categories of school staff, parents and community residents. The Principal shall be responsible for the implementation of the Plan.
- d) The Principal shall develop an expenditure plan, pursuant to the Illinois School Code, with respect to funds allocated and distributed to the Attendance Center by the Board of Education. The expenditure plan which reflects the priorities and activities of the Plan shall be developed in consultation with the Appointed Local School Council as provided in the Alternative and Small Schools Policy, the Professional Personnel Leadership Committee of the Attendance Center and all other school personnel. The Principal shall be responsible for the implementation of the expenditure plan.
- e) The Principal shall provide the Professional Personnel Leadership Committee the opportunity to review and make recommendations regarding (i) the specific methods and contents of the school curriculum within the Board of Education's system-wide curriculum standards and objectives, (ii) the Plan and school budget, and (iii) other educational improvements.
- f) Unless prohibited by law or by Rule or Policy of the Board of Education, the Principal shall provide to the Appointed Local School Council copies of all internal audits and any other pertinent information generated by any audits or reviews of the programs and operations of the Attendance Center.

- g) The Principal shall direct, supervise, evaluate and suspend with or without pay or otherwise discipline all teachers and other employees assigned to the Attendance Center in accordance with Board of Education Rules, Policies, and written Procedures and Guidelines promulgated pursuant to Board Rule or Policy and consistent with applicable collective bargaining agreements and Illinois law.
- h) The Principal shall direct, supervise, evaluate and issue discipline to or dismiss the assistant principal(s) assigned to the Attendance Center in accordance with Board of Education Rules, Policies, and written Procedures and Guidelines promulgated pursuant to Rule or Policy.
- i) The Principal shall fill vacant positions at the Attendance Center by appointment in accordance with the procedures established by the Chief Executive Officer or designee with such appointment(s) based on merit and ability to perform in the position without regard to seniority or length of service, as provided in 105 ILCS 5/34-8.1.
- j) The Principal shall appoint, dismiss, retain, promote and assign the personnel assigned to the Attendance Center in accordance with Board of Education Rules, Policies, and written Procedures and Guidelines promulgated pursuant to Rule or Policy.
- k) The Principal shall attend academies or other training sessions mandated by the Chief Executive Officer, the Board of Education or the Illinois State Board of Education.
- l) The Principal shall perform faithfully his/her duties and obligations as a member of the Appointed Local School Council of the Attendance Center.
- m) The Principal shall endeavor to maintain a positive education and learning climate at the Attendance Center.
- n) The Principal shall endeavor to establish clear lines of communication regarding school goals, accomplishments, practices and policies with the Appointed Local School Council, parents and teachers, and, unless prohibited by law or by Rule or Policy of the Board of Education, shall provide to the Appointed Local School Council information necessary for the Appointed Local School Council to perform its duties as defined in the Alternative and Small Schools Policy.
- o) The Principal shall fulfill other obligations imposed upon the Principal by: the Illinois School Code; other applicable state and federal laws; Board of Education Rules, Policies and written Procedures and Guidelines promulgated pursuant to Rule or Policy; collective bargaining agreements; and court decisions and decrees and settlements entered into by the Board of Education.
- p) The Principal may, in accordance with Board of Education Rules, Policies and written Procedures and Guidelines promulgated pursuant to Rule or Policy including, but not limited to those concerning conference leave, seek professional growth through collegial activities, attendance at professional meetings and the pursuit of further education.

Failure to perform the duties set forth in this Section, in Board of Education Rules, Polices, written Procedures or Guidelines or the duties specified by the Chief Executive Officer or designee may result in disciplinary action pursuant to Rules, Policies and written Procedures and Guidelines promulgated pursuant to Board Rule or Policy, and may constitute a material breach of this Agreement and cause for termination.

III. COMPENSATION

The Board of Education shall pay salary and provide benefits to the Principal in accordance with the administrative salary plan, as may be amended from time to time, Board Rules, Policies, Guidelines and Procedures promulgated pursuant to Rule or Policy, including all benefits for which full-time, regularly appointed certificated employees are eligible.

IV. EVALUATION

A. Evaluation By The Chief Executive Officer

(a) The Chief Executive Officer shall conduct an annual evaluation of the Principal in accordance with 105 ILCS 5/34-8. The Chief Executive Officer or designee will not issue an annual evaluation to a new principal based on less than five school months of performance, provided however, nothing in this section shall preclude the Chief Executive Officer or designee from taking steps to manage the performance of a new principal during the first five school months of their contract term or thereafter.

(b) The annual evaluation conducted by the Chief Executive Officer shall be sent to the Principal and the data used in the evaluation shall be sent to the Appointed Local School Council.

(c) The Principal authorizes the Chief Executive Officer or designee to share with the Appointed Local School Council the Performance Level Rating result from their annual evaluation by the Chief Executive Officer or designee.

(d) The Principal authorizes the Chief Executive Officer or designee to share with the Appointed Local School Council, upon request by the Chairperson of the Appointed Local School Council, the complete annual evaluation that the Principal received from the Chief Executive Officer or designee, including the Principal reflections/comment portion of the evaluation.

(e) The Principal authorizes the Chief Executive Officer or designee to meet with the Appointed Local School Council in executive session to discuss the contents of the Principal's evaluation conducted by the Chief Executive Officer or designee and the Principal may elect to participate in this meeting.

Nothing in this Section is intended to preclude the Principal from sharing with the Appointed Local School Council the contents of his/her Principal's evaluation conducted by the Chief Executive Officer or designee including the Principal reflections/comment portion of the evaluation.

B. Evaluation By The Appointed Local School Council

(a) The Appointed Local School Council shall annually evaluate the Principal in accordance with 105 ILCS 5/34-2.3. The evaluation shall be in writing in a form prescribed by the Board of Education, which includes the following criteria.

- 1) student academic improvement, as defined by the school improvement plan;
- 2) student absenteeism rates at the school;
- 3) instructional leadership;
- 4) the effective implementation of programs, policies, or strategies to improve student academic achievement;
- 5) school management;
- 6) the Principal's fulfillment of his/her duties under this Agreement, including the duties specifically identified in Article II of this Agreement;
- 7) such other performance factors as are mutually agreed upon by the Principal, and the Chief Executive Officer and approved by the Board of Education in accordance with Article XI. of this Agreement.

Nothing in this section precludes the Board of Education from establishing a new evaluation form comprised of a school and student performance data portion in addition to a principal practice portion as summarized above.

(b) Not less than 150 days prior to the expiration of this contract, the Appointed Local School Council shall evaluate the Principal, in writing, using the Board-approved evaluation form, to assess the educational and administrative progress made at the school during the term of this Agreement in order to determine whether to recommend the renewal of this Agreement to the Chief Executive Officer. The Appointed Local School Council shall base its evaluation on the criteria set forth in Section IV.(B)(a) above.

(c) The Principal and the Appointed Local School Council shall meet at least once as the Appointed Local School Council gathers information to prepare its annual evaluation. The Appointed Local School Council shall send its signed, written evaluation, in the form prescribed by the Board of Education, to the Principal on the date specified by the Chief Executive Officer or designee during each year of this Agreement;

(d) Within 30 days of the Principal's receipt of the Appointed Local School Council's signed, written evaluation, the Principal and the Appointed Local School Council may meet, upon request of either the Principal or the Appointed Local School Council, in executive session, to discuss the contents of the evaluation. As a result of that meeting, the Appointed Local School Council may, but is not obligated to, revise its written evaluation. The Appointed Local School Council shall send a copy of its final evaluation to the Principal, with a copy to the Chief Executive Officer or designee, on the date specified by the Chief Executive Officer or designee.

(e) For purposes of completing an evaluation during an Appointed Local School Council appointment year, in the event the Board of Education establishes a new evaluation form with a data portion in addition to a principal practice portion, the principal practice portion shall be completed by the outgoing Appointed Local School Council who observed principal practice and the data portion shall be completed by the new Appointed Local School Council when the data for the relevant evaluation period is available. The evaluation is not considered final until both portions are completed.

V. CONTRACT TERMINATION

This Agreement may be terminated by the Board of Education upon:

- (a) written agreement of the Board of Education and the Principal;
- (b) removal of the Principal for cause pursuant to 105 ILCS 5/34-85;
- (c) closure of the attendance center or permanent merger of the attendance center into another attendance center;
- (d) death or retirement of the Principal;
- (e) resignation of the Principal, which includes when a Principal is absent without leave;
- (f) approval of the Principal's request for a supplemental personal medical leave or other leave that does not provide position protection;
- (g) removal, reassignment, layoff or dismissal of the Principal pursuant to 105 ILCS 5/34-8.3 and 105 ILCS 5/34-8.4.

Further, this Agreement may be deemed null and void by the Board of Education as described in Section IX of this Agreement. For purposes of Section V.(f) above, a principal on a supplemental personal medical leave or other leave that does not provide position protection maintains their Board employment status during the term of the approved leave notwithstanding the termination of this Agreement.

VI. EXPIRATION

Unless terminated earlier, this Agreement, including and notwithstanding the procedures set forth herein, shall expire at the end of its stated term and shall not grant or create any contractual rights or other expectancy of continued employment beyond the term of this Agreement, except as indicated and solely to the extent provided in Section VII of this Agreement.

VII. RENEWAL AND NON-RENEWAL

(a) The Appointed Local School Council shall determine whether or not to recommend to the Chief Executive Officer the renewal of this Agreement with the Principal based upon the evaluation performed pursuant to Section IV(B)(a). The Appointed Local School Council shall notify the Principal and the Chief Executive Officer of its recommendation on the renewal of this Agreement in writing no later than February 1 of the calendar year in which this Agreement expires or, if the Principal's term expires on a date other than June 30, 150 days before expiration of this Agreement.

(b) The Appointed Local School Council shall have no right to recommend the renewal of this Agreement with the Principal to the Chief Executive Officer if the Principal fails to meet any requirement which is established or imposed by the Board of Education in accordance with 105 ILCS 5/34-8.1 as a condition of the continued employment of the Principal or of the renewal of this Agreement with the Principal.

(c) Pursuant to 105 ILCS 5/34-8.1, in the event that this Agreement is not renewed by the Board of Education, the Principal's employment as a principal shall terminate upon the expiration of this Agreement, and he/she shall not be reinstated to any former position which he/she previously held with the Board of Education. However, the failure of the Board of Education to renew this Agreement with the Principal shall not limit the Principal from seeking and receiving other employment with the Board of Education based upon his/her experience and valid certifications and, if otherwise qualified under the Illinois School Code, his/her name shall be placed on appropriate eligibility lists which the Board of Education maintains for teaching positions.

(d) In the event that this Agreement is not renewed and the Principal does not retire or is not otherwise employed by the Board of Education after expiration of the term of this Agreement, the Principal shall be eligible to continue to receive his or her previously provided level of health insurance benefits for a period of 90 days following expiration of the term of this Agreement. Nothing in this subsection (d) is intended to limit or otherwise impact the Principal's rights under COBRA or any other federal or state law concerning insurance.

VIII. SEVERABILITY

The provisions of this Agreement shall be considered severable and independent. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall not be affected.

IX. VOIDABLE CONTRACT

It is expressly agreed and understood that as a condition precedent to this Agreement, the Principal shall continuously possess the requisite state certifications/licenses and shall continuously satisfy the Board's employment and other requirements and prerequisites necessary to serve as Principal in the Chicago Public Schools and failure to do so shall constitute grounds for the Board of Education to declare this Agreement null and void.

(a) The Principal represents (1) that he/she currently and continuously possesses the requisite state licenses and certification(s) to serve as principal in the Chicago Public Schools, which includes, but is not limited to, state certification to conduct teacher evaluations; and (2) that he/she meets any and all requirements for the employment or continued employment as principal which are established or imposed by the Board of Education in accordance with 105 ILCS 5/34-8.1. In the event the Principal does not continuously possess the requisite state certifications/licenses to serve as a principal in the Chicago Public School System or otherwise fails to meet any requirement established or imposed by the Board of Education in accordance with 105 ILCS 5/34-8.1, the Board of Education may declare this Agreement null and void and terminate the Principal.

(b) The Principal represents: (1) that the information set forth in his/her employment application, principal application and principal eligibility application is true and accurate; and (2) that he/she has never been convicted of any of the enumerated criminal offenses set forth in 105 ILCS 5/34-18.5. In the event that the Board of Education subsequently finds: (1) that the information set forth in said application(s) is not true and accurate; or (2) that he/she has been convicted of any of the enumerated criminal offenses set forth in 105 ILCS 5/34-18.5, the Board of Education may declare this Agreement null and void and terminate the Principal.

X. APPLICABLE LAW

This Agreement shall be interpreted and governed by the laws of the State of Illinois.

XI. ENTIRE AGREEMENT

(a) This Agreement shall constitute the entire Uniform Principal's Performance Contract, and no additions, deletions or modifications may be made to this Agreement during its term unless made in writing and signed by the Board of Education and the Principal. However, notwithstanding anything in this Agreement to the contrary, this Agreement may be modified upon renewal pursuant to 105 ILCS 5/34-8.1. Also, notwithstanding anything in this Agreement to the contrary, the Board of Education may establish or impose requirements in accordance with 105 ILCS 5/34-8.1 as conditions of the execution of this Agreement, and may establish or impose requirements in accordance with 105 ILCS 5/34-8.1 as conditions of the renewal of this Agreement. This Agreement supersedes all prior agreements, arrangements and communications between the parties dealing with the subject matter hereof, whether oral or written.

(b) Nothing in subsection XI.(a) above shall prohibit the Chief Executive Officer from negotiating additional criteria with the Principal. Such additional criteria shall not discriminate on the basis of race, color, sex, gender identity/expression, age, religion, creed, national origin, sexual orientation or disability unrelated to ability to perform, and shall not be inconsistent with this Agreement, with other provisions of the Illinois School Code governing the authority and responsibility of principals, with Board of Education Rules, Policies, Guidelines or Procedures, or with court decisions, decrees or settlements affecting the Board of Education. Any additional criteria are subject to approval by the Board of Education's General Counsel, working in consultation with the organization representing Principals (currently the Chicago Principals and Administrators Association), for purposes of determining such consistency, and such criteria shall not be effective until they are so reviewed and approved, and included as an attachment to this Agreement prior to execution of this Agreement by the parties.

XII. MISCELLANEOUS

(a) This Agreement shall be binding upon and shall inure to the benefit of any transferees, successors or assigns of the Board of Education. This Agreement may not be assigned by the Principal under any circumstances.

(b) This Agreement is entered into solely for the benefit of the parties hereto, and any transferees, successors or assigns of the Board of Education pursuant to subsection XII.(a) above. This Agreement is not intended to confer any rights or impose any duties on any third party, and is not intended to expand the liability of any party hereto to any third party.

(c) The Principal agrees to comply during the term of this Agreement with all Board of Education Rules, Policies and written Procedures and Guidelines promulgated pursuant to Rule or Policy and to the extent that such Rules, Policies, Guidelines or Procedures are inconsistent with the terms and conditions of this Agreement, the Rules, Policies, Guidelines or Procedures shall control.

(d) The Rules and Policies and written Procedures and Guidelines promulgated pursuant to a Rule or Policy of the Board of Education promulgated during the term of this Agreement are hereby incorporated by this reference, and shall supersede any inconsistent terms and conditions of this Agreement.

(e) The waiver by any party of a breach of any provision of this Agreement by another party, or the failure of any party to enforce any provision or obligation hereunder, shall not operate or be construed as a waiver of any subsequent breach by that party or bar the subsequent enforcement of any provision or obligation under this Agreement.

PRINCIPAL

Dated: _____

BOARD OF EDUCATION:

By: _____
President, Board of Education

Dated: _____

Attest: _____
Secretary, Board of Education

Approved as to Legal Form:

General Counsel, Board of Education

Board Report No. _____

Certification by an Appointed Local School Council of a Principal Contract Recommendation

(Please type or print)

School: _____

Contract Type: New Renewal

We, the members of the Appointed Local School Council, hereby certify that at our meeting of _____ (date) a quorum of members was physically present and we voted to recommend the following Principal Candidate(s) (up to 3) and we further certify that the following is a true and accurate record of this vote:

Recommended Candidate #1

Recommended Candidate #2

Recommended Candidate #3

	Number
ALSC Members Currently Serving	
ALSC Members Present at Meeting <i>(exclude Principal & H.S. Student Representative)</i>	
ALSC Members Absent From Meeting <i>(exclude Principal & H.S. Student Representative)</i>	
Yes Votes	
No Votes	
Abstained from Vote	

Further, we certify that we complied with the Open Meetings Act by posting public notice and an agenda for the meeting at least 48 hours in advance (and, if a special meeting, provided written notice to each member); and further, that the principal (and student representative if a high school) did not vote in the recommendation process and was (were) not counted for the purpose of determining whether a quorum existed at the above meeting.

Signatures of the Appointed Local School Council Members Who Voted **Yes** to Recommend the Candidate(s) Named Above:

Date: _____

1. _____

8. _____

2. _____

9. _____

3. _____

10. _____

4. _____

11. _____

5. _____

12. _____

6. _____

13. _____

7. _____

14. _____