

ADOPT AMENDMENTS TO THE UNIFORM PRINCIPAL'S PERFORMANCE CONTRACT**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Chicago Board of Education approve the amendments to the Uniform Principal's Performance Contract listed in the attached document and to the Certification of Principal Selection by Local School Council form attached to the contract as page eight. The revised Uniform Principal's Performance Contract is attached to this Board Report. The proposed amendments to the Uniform Principal's Performance Contract have been discussed with the Principals' and Administrators' Association.

DESCRIPTION: The amendments proposed are important stylistic revisions. Page seven has been revised to include a signature line for the General Counsel of the Chicago Board of Education to approve the legal form of the contract, a line indicating the number of the Board Report that identifies the principal's contract, and a line to indicate that the contract was received and filed as attested by the Board's Secretary. Finally, Page seven was also revised to delete the signature line for the Board President. Page eight of the Uniform Principal's Performance Contract, Certification of Principal Selection by Local School Council, has been revised as reflected on the attached page eight of the revised contract. These amendments shall apply only to contracts and contract renewals that do not require formal Board action.

LSC IMPLICATIONS: None.

PERSONNEL IMPLICATIONS: None.

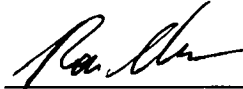
FINANCIAL: No additional cost to the Board.

Approved for Consideration:



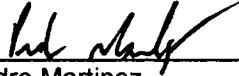
Barbara Eason-Watkins
Chief Education Officer

Approved:



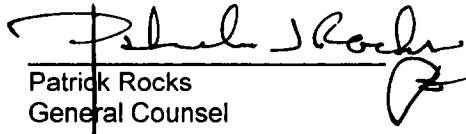
Ron Huberman
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to legal form:



Patrick Rocks
General Counsel

UNIFORM PRINCIPAL'S PERFORMANCE CONTRACT

This Uniform Principal's Performance Contract ("Agreement") is made and entered this _____ day of _____ 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 _____ ("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 years as the Principal at the Attendance Center commencing _____ and ending _____, unless this Agreement is terminated earlier as provided in Section V.

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 the Rules, Policies and written Procedures promulgated pursuant to Rule or Policy of the Board of Education, 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 ("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 said Plan to the Local School Council for approval or disapproval;
- d) after a Plan has been approved by the Local School Council, the Principal shall be responsible for the implementation of the approved Plan;
- e) the Principal, with the assistance of the Professional Personnel Advisory Committee, shall develop the specific methods and contents of the school curriculum within the Board of Education's system-wide curriculum standards and objectives and the requirements of the Plan;
- f) the Principal shall develop an expenditure plan ("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 shall be developed in consultation with the Local School Council, the Professional Personnel Advisory 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 or disapproval;
- 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), the Principal shall be responsible for the implementation of the approved expenditure plan;
- h) unless prohibited by law or by Rule 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 promulgated pursuant to Board Rule or Policy and consistent with applicable collective bargaining agreements;
- j) the Principal shall direct, supervise, evaluate, and issue written disciplinary warnings to all assistant principals assigned to the Attendance Center in accordance with Board of Education Rules, Policies, and written Procedures promulgated pursuant to Board Rule or Policy and consistent with applicable collective bargaining agreements, however, only the Chief Executive Officer has the authority to suspend an assistant principal with or without pay;
- k) the Principal shall fill positions by appointment, and shall submit recommendations to the General Superintendent or Chief Executive Officer concerning the appointment, dismissal, retention, promotion, and assignment of all personnel assigned to the Attendance Center, as provided in 105 ILCS 5/34-8.1;
- l) the Principal shall attend academies or other training sessions mandated by the Board of Education and the Illinois State Board of Education;
- m) the Principal shall perform faithfully his/her duties and obligations as a member of the Local School Council of the Attendance Center;
- n) the Principal shall endeavor to maintain a positive education and learning climate at the Attendance Center;
- o) 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 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;
- p) the Principal shall fulfill other obligations imposed upon the Principal by: the Illinois School Code; other applicable state and federal laws; Rules, Policies and written Procedures promulgated pursuant to Rule or Policy of the Board of Education; collective bargaining agreements; the desegregation consent decree; and other court decisions, decrees and settlements entered into by the Board of Education;
- q) the Principal may, in accordance with Board Rules, Policies and written Procedures promulgated pursuant to Board Rule or Policy including, but not limited to its Rule 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 may result in disciplinary action pursuant to Board Rules, Policies and written Procedures 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 Compensation Plan and the Rules, Policies and Procedures of the Board of Education, including all benefits for which full-time, regularly appointed certificated employees are eligible.

IV. EVALUATION

A. Evaluation By Local School Council

(a) The Local School Council shall annually evaluate the Principal. The evaluation shall be in writing in a form prescribed by the Board of Education, which shall include 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) 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.

(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 Article 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 no later than May 1 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 General Superintendent or Chief Executive Officer, no later than June 15 during each year of this Agreement.

B. Evaluation By General Superintendent or Chief Executive Officer

(a) The General Superintendent or Chief Executive Officer shall conduct an evaluation of the Principal based on the criteria set forth in Article IV(A) above. The evaluation shall be in writing in a form prescribed by, and pursuant to guidelines promulgated by, the Board of Education.

(b) The evaluation conducted by the General Superintendent or Chief Executive Officer shall be conducted annually, and shall be sent to the Principal and Local School Council.

C. No evaluation pursuant to this Section shall be conducted until the Principal has been employed at the Attendance Center pursuant to this Agreement for at least one school semester.

V. CONTRACT TERMINATION

This Agreement may be terminated by the Board of Education before expiration of the term stated in Section I of this Agreement for any one of the following reasons or by any one of the following methods:

- (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, resignation or retirement of the Principal;
- (e) misrepresentation referred to in section IX of this Agreement;
- (f) revocation or suspension of the requisite certification to serve as Principal in the Chicago Public Schools;
- (g) removal, reassignment, layoff or dismissal of the Principal to the extent permitted by 105 ILCS 5/34-8.3 and 105 ILCS 5/34-8.4 of the School Code.

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. Notice of the Local School Council's decision shall be made by personal delivery to the Principal or by registered or certified mail, and shall be deemed to have occurred on the date the Principal receives the written notice from the Local School Council. 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 extend this Agreement for an additional year or 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 General Superintendent or 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 "meets expectations" or "exceeds expectations" in the General Superintendent'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 General Superintendent, 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. Such a review may be requested only once for that Principal at that Attendance Center.

- a) If the hearing officer, in light of the record developed at the hearing, determines that the Local School Council retention decision is arbitrary and capricious, the Local School Council decision will be set aside.
- b) If the hearing officer, in light of the record developed at the hearing, decides that the principal shall be retained, this Agreement shall be extended for a period of four years.
- c) The decision of the hearing officer is final and may not be appealed.

(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 General Superintendent in the previous years' evaluations as meeting or exceeding expectations, 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 General Superintendent. 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.

- a) If the hearing officer, in light of the record developed at the hearing, determines that the Local School Council non-retention decision is arbitrary and capricious, the Local School Council decision will be set aside, and this Agreement shall be extended for a period of two years.
- b) The decision of the hearing officer is final and may not be appealed.

(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 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. REPRESENTATIONS

Include principal eligibility requirements in this section?

(a) The person signing this Agreement as Principal represents that he/she currently possesses the requisite certification to serve as Principal in the Chicago Public Schools, and that he/she meets any and all requirements for the employment or continued employment of such person as Principal which are established or imposed by the Board of Education in accordance with 105 ILCS 5/34-8.1. In the event that the Board of Education subsequently finds that such person does not possess the requisite certification 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, this Agreement shall be deemed null and void, and the employment of the person signing this Agreement as Principal shall be terminated.

(b) If the person signing this Agreement as Principal is not an employee of the Board of Education at the time of signing, he/she represents: (1) that the information set forth in his/her employment 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 of the Illinois School Code. In the event that the Board of Education subsequently finds: (1) that the information set forth in his/her employment application 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 of the Illinois School Code, this Agreement shall be deemed null and void, and the employment of the person signing this Agreement as Principal shall be terminated.

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 of the Illinois School Code. Such additional criteria shall not discriminate on the basis of race, sex, creed, color or disability unrelated to ability to perform, and shall not be inconsistent with this Uniform Principal's Performance Contract, with other provisions of the Illinois School Code governing the authority and responsibility of principals, with Board of Education Rules, Policies or Procedures, or with court decisions 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 executed by the parties in accordance with subsection XI(a) above.

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 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 Rules, Policies and written Procedures promulgated pursuant to Rule or Policy of the Board of Education promulgated to date are hereby incorporated by this reference, and to the extent that such Rules, Policies or Procedures are inconsistent with the terms and conditions of this Agreement, the Rules, Policies or Procedures shall control.

(d) The Rules and Policies and written Procedures 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, except to the extent such Rules, Policies or Procedures are inconsistent with the terms and conditions of this Agreement, in which event the terms and conditions of this Agreement shall control.

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 by the General Counsel
of the Board of Education of the City of Chicago

Dated: _____

Board Report No. _____

Received and Filed on _____, 20__

Estela G. Beltran
Board Secretary

Important Note: This form must accompany all Local School Council official actions pertaining to the principalship at the school.

Certification of Principal Selection by Local School Council
(Please type or print)

School: _____ Unit No. _____ Area: _____

Candidate's Name: _____

Classifications for Contractual Principal: _____ New _____ Renewal

We, the members of the Local School Council, hereby certify that at our meeting of _____, _____
Date

we voted* _____ to _____ to _____ to select _____
(yes) (no) (abstain) Candidate

***(Please refer to the Guidelines for Principal Evaluation and Selection regarding the number of votes legally required.)**

There are _____ members currently serving on the LSC. There were _____ member(s) absent.
(Please indicate the number of LSC members, excluding the principal and, if a high school, the student representative.)

The candidate is currently a(n) _____ Employee _____ Non-employee of the CPS
_____ Assistant Principal at above school

Name of departing principal: _____

Effective Departure Date: _____

We further certify that, as required by the Illinois School Code, a quorum was present, 6 for elementary schools not including the principal or 7 for high schools not including the principal and student representative. 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 selection process and was (were) not counted for the purpose of determining whether a quorum existed at the above meeting.

Signatures of Local School Council Members Voting for Candidate Named Above: Date: _____

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |