

APPROVE A UNIFORM APPOINTED PRINCIPAL'S PERFORMANCE CONTRACT

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education approve a Uniform Performance Contract for appointed principals of alternative or small Schools (attached).

DESCRIPTION:

Sections 5/34-2.4b and 5/34-18 of Illinois School Code ("Code") authorize the Chicago Board of Education ("Board") to designate schools as alternative schools or small schools. 105 ILCS 5/34-2.4b; 5/34-18 (2006). The provisions of the Code requiring the establishment of elected local school councils shall not apply to such schools. Instead, the Board is authorized to develop alternative methods for involving parents, community members and school staff in the activities of the school. 105 ILCS 5/34-2.4b (2006). The Board has exercised that authority by establishing appointed local school councils at alternative and small schools (named "boards of governors" at military academies, which are alternative schools with a military science curriculum) pursuant to the new "Governance of Alternative and Small Schools" Policy, 07-0124-PO2.

Pursuant to the policy, the selection of the principals of such schools (including academy superintendents of military academies) is within the sole authority of the Board and Chief Executive Officer of the Chicago Public Schools ("CEO"). The policy authorizes the appointed local school councils of alternative and small schools to recommend up to three (3) candidates for the position of principal of the school in order of preference to the Area Instruction Officer or Military Area Officer to forward to the CEO. Thereafter, the CEO has the authority to recommend a candidate submitted by the appointed local school council or another candidate to the Board for employment as principal of the small or alternative school under a four-year contract. The CEO recommends the use of the attached four-year uniform performance contract form to establish the terms of the employment relation between the Board and candidates appointed by the Board as principals of small and alternative schools.

LSC REVIEW: This Report is not subject to LSC review.

AFFIRMATIVE ACTION REVIEW: Not applicable.

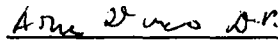
PERSONNEL IMPLICATIONS: None.

Approved for Consideration:



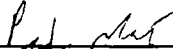
Barbara J. Eason-Watkins
Chief Education Officer

Approved:



Arne Duncan
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to Legal Form:



Patrick J. Rocks
General Counsel

UNIFORM APPOINTED PRINCIPAL'S PERFORMANCE CONTRACT

This Uniform Appointed 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") 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 years as the Principal at the Attendance Center commencing _____ and ending _____, unless this Agreement is terminated earlier as provided in Article 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 Appointed Local School Council, as provided in the "Governance of Alternative and Small Schools" Policy, 07-0124-PO2 (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, 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;
- e) 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 Appointed Local School Council, the Professional Personnel Advisory Committee of the Attendance Center and all other school personnel. The Principal shall be responsible for the implementation of the expenditure plan;
- f) unless prohibited by law or by Rule 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

promulgated pursuant to Board Rule or Policy and consistent with applicable collective bargaining agreements;

- h) 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 General Superintendent or Chief Executive Officer has the authority to suspend an assistant principal with or without pay;
- i) 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;
- j) the Principal shall attend academies or other training sessions mandated by the Board of Education and the Illinois State Board of Education;
- k) the Principal shall perform faithfully his/her duties and obligations as a member of the Appointed Local School Council of the Attendance Center;
- l) the Principal shall endeavor to maintain a positive education and learning climate at the Attendance Center;
- m) 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 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;
- n) 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;
- o) 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 Article 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 General Superintendent or Chief Executive Officer

(a) The General Superintendent or Chief Executive Officer shall conduct an annual evaluation of the Principal 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) 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 General Superintendent or Chief Executive Officer and approved by the Board of Education in accordance with Article XI of this Agreement.

(b) The evaluation shall be in writing in a form prescribed, and pursuant to guidelines promulgated, by the Board of Education. The evaluation conducted by the General Superintendent or Chief Executive Officer shall be sent to the Principal and Appointed Local School Council.

B. Evaluation By Appointed Local School Council

(a) The Appointed 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 criteria set forth in Article IV(A)(a).

(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 General Superintendent or Chief Executive Officer. The Appointed Local School Council shall base its evaluation on the criteria set forth in Article IV(A)(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 no later than May 1 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 General Superintendent or Chief Executive Officer, no later than June 15 during each year of this Agreement.

C. No evaluation pursuant to this Article 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 Article 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 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 Article 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 Article VII of this Agreement.

VII. RENEWAL AND NON-RENEWAL

(a) The Appointed Local School Council shall decide whether to recommend the renewal of this Agreement with the Principal to the General Superintendent or Chief Executive Officer based upon the evaluation pursuant to Article IV(B)(a). The Appointed Local School Council shall notify the Principal of its decision regarding whether to recommend the renewal of this Agreement with the Principal to the General Superintendent or Chief Executive Officer 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 General Superintendent or 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 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. REPRESENTATIONS

(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 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 General Superintendent or Chief Executive Officer from negotiating additional criteria with the Principal. 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 Agreement, 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.

(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:

Patrick J. Rocks
General Counsel

CHICAGO PUBLIC SCHOOLS
OFFICE OF LOCAL SCHOOL COUNCIL RELATIONS

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

**Certification of Principal Recommendation by Appointed Local School Council
(Please type or print)**

School: _____ Unit No. _____ Cluster: _____ Area: _____

Classifications for Contractual Principal: _____ New _____ Renewal

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

we voted _____ to _____ to _____ to recommend the following Principal Candidate or Candidates
(yes) (no) (abstain)
(up to 3):

Candidate

Candidate

Candidate

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

The candidate(s) is (are) currently: _____ Employee(s) _____ Non-employee(s) of the CPS

Name of departing principal: _____

Effective Departure Date: _____

As required by the Alternative and Small Schools Policy, a quorum was present, and, in compliance with the Open Meetings Act, we provided public notice, with an agenda, at least 48 hours in advance (and written notice to each member if the meeting was a special meeting).

We further certify that the principal (and student if a high school) did not vote in the recommendation process and was (were) not counted for the purpose of determining whether a quorum was present at the above meeting.

Signatures of Approving Appointed Local School Council Members:

Date: _____

1. _____

6. _____

2. _____

7. _____

3. _____

8. _____

4. _____

9. _____

5. _____

10. _____