



IPA Model Principal Contract

THIS AGREEMENT made this _____ day of _____, 20____ by and between the Board of Education, School District No. _____, _____, Illinois ("the Board"), and _____ ("Principal"), ratified by a resolution adopted at the (regular/special) meeting of the Board held on _____, 20____, and as found in the minutes of that meeting.

IT IS AGREED:

Employment. (name of principal) is hereby hired as principal of _____ school in (name of school district) No. _____, (city and county), Illinois, and is retained from _____, 20____ to _____, 20____ (Commonly July 1 to June 30, although other dates may be agreed upon between the parties. Contracts may be for a period of up to 5 years. Contracts over 1 year in duration are required to contain performance-based goals, while contracts for 1 year or less are not required to have such performance-based goals.)

Work Year. The work year of Principal shall include all regular work days during the term of the contract, except that the Principal shall not be required to work on legal school holidays and (list additional school holidays, breaks and other times when the Principal is not required to work).

Duties. The duties and responsibilities of a Principal in and for this District shall be all those duties incident to the office of Principal as set forth in the job description, a copy of which is attached to this Agreement as Exhibit A, and those obligations imposed by the law of the State of Illinois upon principals. Duties and responsibilities may be revised from time to time with the consensus of the Superintendent and Principal. Such revisions shall become part of this Agreement and shall not be deemed in and of themselves separate Agreements.

Salary. In consideration of a salary of \$_____ per year, Principal hereby agrees to devote such time, skill, labor and attention to his/her employment during the term of this Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties of Principal for this District as set forth in this Agreement. The Board retains the right to adjust the annual salary of the Principal during the term of this Agreement, provided that any salary adjustment does not reduce the annual salary below the figure stated in this Agreement. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Agreement with Principal or that the termination date of this Agreement has been in any way extended.

Pension. In addition to Principal's salary, the Board shall pay on behalf of the Principal the Principal's total contribution to the Teachers' Retirement System, including contributions to the Teachers' Health Insurance Security (THIS) fund, in the form of an employer-paid pension contribution pursuant to 40 ILCS 5/16-152, et seq. Both parties acknowledge that the Principal did not have the option of choosing to receive the contributed amount directly instead of having such contributions paid directly by the Board to the Teachers' Retirement System. The purpose of such direct contribution is to shelter said amount from federal income taxes pursuant to Internal Revenue Service regulations. (Alternatively, the contract may read: the District will deduct from Principal's salary the appropriate employee contributions to TRS, or the Board shall pay on behalf of the Principal ____% of the Principal's total contribution to the Teachers' Retirement System.)

Pay Dates. Principal's annual salary shall be paid in equal installments in accordance with the policies, rules and regulations of the Board governing payment of salary to other certificated members of the professional staff.

Evaluation. Principal shall be evaluated by the Superintendent annually, but no later than March 1st of each year. The evaluation shall be in writing and shall be conducted in accordance with the current laws for principal evaluation and the District developed principal evaluation instrument.

Performance and Improvement Goals. (If a multi-year contract, set forth the required student performance and academic improvement goals. See IPA's guidance for development of these goals. Note that the student performance goals required for multi-year contracts should be aligned to the student performance goals delineated in the District's evaluation instrument.)

License and Endorsements. Principal shall furnish to the Board during the term of this Agreement a valid professional educator license with the required endorsement to act as Principal in accordance with the laws of the State of Illinois.

Other Work. With the prior approval of the Superintendent or Board, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, and may accept compensation for such work.

Other Benefits. Unless specifically excluded by the terms of this Agreement, the Principal shall be provided no less than the same benefits given to other certified employees.

Discharge for Cause. Throughout the term of this Agreement, Principal shall be subject to discharge for just cause, provided, however, the Board shall not arbitrarily or capriciously call for dismissal and Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Principal. Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for purposes of discharge as provided in this Agreement.

Reclassification at End of Contract Term. Any reclassification of Principal at the end of the term of this Agreement shall be as provided by law.

Tenure. Principal shall retain all rights under Sections 24-11 through 24-16 of the Illinois School Code. (Or, if a multi-year contract: Pursuant to State law, the Principal shall retain any contractual continued service credit that the Principal accumulated under Sections 24-11 through 24-16 of the Illinois School Code prior to signing this multi-year Agreement.)

Termination by Agreement. During the term of this Agreement, the Board and Principal may mutually agree, in writing, to terminate this Agreement.

Referrals to Principal. The Board and the Superintendent collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to Principal for study and recommendation.

Professional Activities. Principal shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints and after presentation of vouchered expenses, such costs of attendance shall be paid by the Board pursuant to its policies, rules and regulations.

Vacation. Principal shall receive ___ calendar days of vacation annually on each (date on which the Contract begins) to be used during the months of his/her employment and which shall be exclusive of legal holidays. Vacation shall be taken within 12 months of the year in which it was earned and shall not accumulate beyond this point. (Alternatively: "Vacation shall accumulate to a maximum of ___ days.") Vacation shall be subject to use provisions contained in the school district policies, rules and regulations with respect thereto.

Sick Leave. Principal shall be entitled to the same number of sick leave days as are provided to other certified staff. Earned sick leave shall accumulate to a maximum of ___ days and shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

Hospitalization. The Board shall provide (or shall provide \$_____ per year toward the) hospitalization and major medical insurance for Principal and the members of Principal's immediate family during the term of this Agreement. The policy shall be attached hereto as Exhibit B. The health insurance coverage as provided herein for Principal shall not change during the term of this Agreement without the written approval of Principal.

Background Investigation. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the criminal background investigation required by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals there has been such a conviction, this contract shall immediately become null and void.

(At this point, insert such other provisions that are applicable and agreed to by the parties. Suggestions as to language can be found under "Optional Clauses.")

Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, return receipt requested addressed:

If to the Board, to:

President, Board of Education
(name of school district) No. _____
_____, Illinois

If to the Principal, to:

_____, Illinois

Applicable Law. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

Paragraph Headings. Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Agreement, the text shall control.

Duplicate Original Agreements. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

Superiority of Agreement. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Unless otherwise indicated, all amendments and modifications made during the life of this Agreement shall supplement and become part of this Agreement and shall not be deemed in and of themselves separate Agreements.

Severability. If any provision of this Agreement is found invalid or is incapable of being enforced, all other provisions contained herein shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, on the day and year first written above.

Principal

Board of Education,
(name of district) No. _____, Illinois

President, Board of Education

ATTEST:

Secretary, Board of Education

OPTIONAL CLAUSES

Extension of Agreement. This Agreement shall be reviewed by the Board, the Superintendent and Principal on or before ____, and this Agreement may then be extended by mutual agreement of the parties for the period of _____ after its termination date, upon such terms and conditions as may be mutually agreed to by the parties.

(Extensions must comply with the newly amended 105 ILCS 5/10-23.8a governing performance-based contracts.)

Rollover. If Principal does not receive written notice to the contrary from the Board on or before (date) in any year in which this Agreement is in full force and effect, this Agreement shall be automatically extended for one calendar year from its date of expiration (in the event this Agreement has been executed for one year, or) for a period of ____ years, provided Principal has fully satisfied the performance and improvement goals set forth herein (In the event this Agreement has been executed as a multi-year Agreement and will be extended for a multi-year term. Five years is the maximum term permissible for a multi-year contract under 105 ILCS 5/10-23.8a.)

Notice of Nonrenewal. Notice of intent not to renew this contract must be given by the Board in writing, stating the specific reason therefore. The notice must be given on or before _____ (date, using a date in the spring of the year prior to contract's expiration) of the year in which the Contract expires. The failure of the Board to give notice, along with reasons for nonrenewal, on or before _____ (same date as above) shall result in the automatic extension of this agreement for one additional year. Within 10 days after receipt of such notice of intent not to renew the contract, Principal may request a closed session hearing. Evidence of the specific reason for non-renewal must be presented by the Board to Principal at the hearing. Principal has the right to present evidence, witnesses and defenses on the grounds for nonrenewal.

Medical Examination. At least once a year during the term of this Agreement, Principal shall obtain a comprehensive medical examination for which an amount not to exceed \$____ shall be paid by the District. A copy of a certificate issued by the physician certifying the physical competency of Principal shall be delivered to the Superintendent within 10 days after receipt by Principal.

Disability. Should Principal be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond Principal's control and such disability exists for a period of more than ____ days after the exhaustion of accumulated sick leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for _____ days or if such disability is permanent, irreparable or of such nature as to make the performance of Principal's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

Dental. The Board shall provide dental insurance for Principal and the members of Principal's immediate family during the term of this Agreement.

Vision. The Board shall provide vision insurance for Principal and the members of Principal's immediate family during the term of this Agreement.

Term Life. The Board shall provide for \$____ of term life insurance for Principal during the term of this Agreement. Principal shall designate the beneficiary of the policy.

Long-Term Disability. The Board shall pay the premium for a long-term disability insurance policy for Principal to compensate Principal for at least 60 percent of Principal's base salary under this Agreement, after a suitable

qualifying period as may be provided for, and in accordance with any such policy as may be obtained.

Whole Life. The Board shall provide and pay the premiums for a whole life insurance policy on the life of Principal. Principal shall designate the beneficiary of the policy. The face amount of the policy shall be determined by application of the following schedule:

First____ year's service____times annual salary.
to____years' service____times annual salary.
to____years' service____times annual salary.
to____years' service____ times annual salary.

Principal shall become vested in the cash surrender value and ownership of said whole life policy at a rate of____percent per year, with a result that at the end of____years, Principal shall have full ownership of the policy. Vesting computations shall commence effective _____, 20_____.

Annuity. The Board, in accordance with applicable state and federal laws, and in accordance with the request of Principal, shall withhold such amount of salary as designated by Principal for payment into a tax-deferred annuity program as selected by Principal.

Automobile and Related Expenses. The Board shall provide an automobile for use by Principal during the term of this Agreement. (The approved use of an automobile for personal and business purposes presents tax consequences for Principal and Board. This clause should be drafted to anticipate those consequences on a fact specific basis. Personal and business use should be defined in the Agreement.)

Transportation Expenses. The Board shall pay annually in____equal installments to Principal the sum of \$____ as reimbursement for intra-district transportation costs of Principal. Principal shall furnish his/her own automobile and shall provide a rider or certificate to his/her automobile insurance, naming the Board as "co-insured" in the amounts of \$____per person and \$____per accident. Any costs incurred by providing such a rider or certificate shall be paid by the Board.

Mileage. The Board shall pay ___ cents per mile to Principal for vouchered reimbursable mileage expenses incurred by Principal while using Principal's personal vehicle for the conduct of approved school district business. Reimbursement shall be pursuant to the school district's policies, rules and regulations. (Reimbursement over the IRS established rate has tax consequences for the Principal and Board.)

Relocation Expenses. The Board shall reimburse Principal for expenses incurred in relocating Principal and Principal's family, furniture, household goods and related expenses.

Membership Dues. The Board shall pay the cost of Principal's annual membership dues in the following organizations:

- * Illinois Principal's Association
- * (List others)

Professional Development. The Board shall reimburse the Principal up to the sum of \$_____ to be used by the Principal at his/her discretion for professional development. All professional development activities during school hours shall be subject to approval by the Superintendent.