

**PRINCIPAL EMPLOYMENT CONTRACT
CASS SCHOOL DISTRICT 63
DARIEN, ILLINOIS**

Having found the Principal has met the goals and indicators for the 2023-2026 contract in accordance with 105 ILCS 5/10-23.8, the Parties now enter into this Successor Principal Employment Contract ("Contract") made the day of March 18, 2025, effective as of July 1, 2025, by and between the Board of Education of Cass School District 63, DuPage County, Illinois ("Board" or "District") and Christine Marcinkewicz ("Principal"):

1. For and in consideration of the covenants and agreements hereinafter made, the Principal agrees to serve the Board and District as Principal for the period beginning July 1, 2025 to and including June 30, 2030.
2. This is a multi-year performance-based, irrevocable retirement contract which includes the goals and indicators of student performance and academic improvement determined by the Board to measure the performance and effectiveness of the Principal. The goals and indicators of student performance and academic improvement, attached as Exhibit A. This Agreement is being made between the parties hereto pursuant to the provisions of Section 10-23.8 of the *School Code* (105 ILCS 5/10-23.8). By accepting this Agreement, the Principal expressly acknowledges and understands that she waives all rights granted to her under Section 24-11 through 24-16 inclusive of the *School Code* (105 ILCS 5/24-1 1 through 24-16 inclusive) as are now or may hereinafter be in effect during the term of this Agreement.
3. The Principal shall perform all the duties incident to the office of Principal as prescribed by the Superintendent and the Board, and those obligations imposed upon Principals by the law of the State of Illinois. Among those duties will be the leadership of the education program, supervision and evaluation of teachers and working with students.
4. The Principal shall perform all services in a proper and professional manner in accordance with all applicable laws, rules and regulations of the State of Illinois.
5. The Principal shall maintain her administrator's license as is provided in the statutes of the State of Illinois.
6. For the 2025-2026 year, the Board shall pay the Principal an annual base salary of One Hundred Forty-Eight Thousand Six Hundred and Eighteen Dollars (\$148,618.00). For each of the four remaining years from July 1, 2026 through June 30, 2030, the Board shall pay the Principal an annual base salary with an increase of five (5.0) percent above the previous year. The salary shall be paid in equal installments in accordance with the Board policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Agreement, and other amounts required by law.
7. In addition to the gross compensation paid to the Principal by the Board as expressed herein, the Board shall pay on the Principal's behalf, the Principal's entire required annual retirement contribution to the Illinois Teachers' Retirement System; the Teachers' Health Insurance Security Fund (THIS); and any required Medicare payment. If the current employee contribution rate required by TRS to be remitted decreases, the Board shall pay the difference to the Principal as salary to the extent the Board's total cost for salary and pick up of the TRS contribution does not exceed the Board's total cost before the TRS contribution rate decrease. The Principal shall have no right or claim to the funds so remitted except as they may subsequently become available from the Illinois Teachers' Retirement System upon the Principal's retirement or resignation from the District.

8. The Board shall make a non-elective employer contribution to the Principal's Section 403(b) annuity in the amount of Five Thousand Dollars (\$5,000.00), payable as a one-time lump sum no later than June 15 of each contract year. The Principal does not have the option of receiving this non-elective contribution in cash or another form of compensation.
9. The Board will pay the Principal's annual professional dues and membership fees for the Illinois Principal's Association and the Association for Supervision and Curriculum Development, in addition to other relevant dues as approved by the Superintendent.
10. The Principal shall receive thirty (30) days of paid vacation annually during the term of this Contract. Unused vacation may be carried over from year to year provided that the Principal shall have no more than forty-five (45) vacation days accumulated at any given time. At the Principal's option, she may annually cash in up to 15 days of unused vacation for reimbursement at the applicable per diem rate based on 260 workdays. The maximum allowable cumulative vacation days eligible to be paid as post-retirement compensation will be 30 days. Vacation days shall be approved in advance by the Superintendent.
11. The Principal shall receive twelve (12) sick days annually. Sick leave days not used by the Principal will accumulate from year to year to an unlimited number of days. The Principal shall receive five (5) personal days annually. Any unused personal days shall carry over and be counted toward accumulated sick leave days.
12. The Board will pay the full premium of the District's family or single major medical hospitalization insurance plan, family or single dental plan and family or single vision plan for the Principal and contribute the maximum amount to the Health Saving Account (HSA), if elected and available. In addition, the Principal will receive the following fringe benefits:
 - A. General leave in accordance with District 63's Contract with the Cass Education Association;
 - B. Term life insurance in the amount of \$300,000.00;
 - C. College coursework tuition reimbursement for Principal's professional development that will also benefit the District upon prior approval of the Superintendent;
 - D. Reimbursement for travel expenses while on District business at the maximum rate allowed by the Internal Revenue Service. A report listing these expenses will be provided by the Principal as required.
13. Based on this agreement of irrevocable retirement by June 30, 2030 and after successful completion of at least five (5) years of service to the District, the Board will provide the full cost of single health, dental and vision insurance to the Principal until the age of 65.
14. In addition to other benefits as are herein provided, the Board shall purchase for the Principal a long-term disability insurance policy which would compensate the Principal for at least 60% of the Principal's base annual salary under this Agreement, and which would become effective after a reasonable qualifying period as required by the insurance policy. Said disability policy shall be purchased by the Board from a duly qualified company or trust.
15. The Superintendent or designee shall perform an evaluation of the Principal before March 1 yearly, in accordance with the *School Code* if applicable at that time. Failure to evaluate the Principal in accordance with the *School Code* shall automatically extend this Agreement for one (1) year under the same terms and conditions as the prior year's Agreement, if applicable at that time.

16. This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the Principal gives the Board at least ninety (90) days written notice of the proposed resignation.
- D. Discharge for cause. "For cause" shall mean uncured incompetency, cruelty, negligence, immorality, failure to comply with the terms and conditions of this Agreement, or any other uncured conduct, act, or failure to act by the Principal which is detrimental to the best interests of the School District. The Board shall not arbitrarily or capriciously seek the Principal's discharge for cause. Reasons for discharge for cause shall be given in writing to the Principal, who shall be entitled to notice and a hearing before the Board to discuss those reasons. If the Principal chooses to be accompanied by legal counsel at such hearing, all such personal expenses shall be paid by the Principal. The Board hearing shall be conducted in closed session.

Nothing shall prohibit the Board from suspending the Principal with pay "for cause" pending completion of a discharge for cause. After the effective date of dismissal, the Principal shall not be entitled to further payments of compensation of any kind under this Agreement, except that the Principal shall be entitled to any vested benefits payable under the rules and regulations of the Illinois Teachers' Retirement System.

- 17. Subject to applicable law, should the Principal be temporarily unable to perform any or all of her duties by reason of illness, accident, or other cause beyond her control for a period of time longer than accrued sick leave, the Board may, in its discretion, make a proportionate deduction in the Principal's salary for such period of time after the use of accrued sick leave until the time the Principal returns to her duties. If such disability continues for a period of time longer than accrued sick leave or forty-five (45) days, whichever is longer, or if such disability is permanent, irreparable, or such a nature as to make the performance of her duties under this Agreement impossible, the Board may then, in its discretion, terminate this Agreement whereon the respective rights, duties, and obligations of the parties hereto shall cease. Provided, however, that if this Agreement is terminated for such permanent, irreparable, or impossibility of performance the Principal shall be entitled to payment on a proportionate basis of any accrued but unused sick leave, vacation pay or other accrued but unused benefits, as of the date of the termination of this Agreement.
- 18. Notwithstanding the terms and conditions stated in this Contract, the Principal shall be entitled to other benefits as listed in the current and future contracts with the Cass Education Association, including retirement benefits, without regard to length of service requirements, qualifications and limitations; only awarded if the District does not incur or anticipate incurring an assessed fee or penalty, should such collectively bargained benefits exceed those listed in this Agreement.
- 19. All notices required by this Agreement or by law shall be in writing and shall be served either personally on the Principal or the Secretary of the Board, as the case may be, or by certified or registered mail, return receipt requested. Notices by mail shall be deemed to commence upon actual receipt of the notice or upon attempted delivery by mail to the addressee.
- 20. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

21. Section numbers have been inserted for convenience of reference only, and if there shall be any conflict between such numbers and the text of this Agreement, the text shall control.
22. 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.
23. This Agreement contains all 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.
24. This Agreement shall be binding upon and inure to the benefit of the Principal, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.
25. Both parties have had the opportunity to seek the advice of counsel. The Board and the Principal have each relied upon the advice and representation of counsel selected by them respecting the legal liabilities of the parties, if any.
26. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
27. The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law and subject to the rights of Principal hereunder.
28. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from, and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed by the President and Secretary of the Board of Education of the District pursuant to authority granted by the Board of Education at a regular meeting of said Board held on the 18th day of March, 2025, and the Principal has hereunto set her hand.

CASS SCHOOL DISTRICT 63
DUPAGE COUNTY, ILLINOIS

Christine Marcinkewicz, Principal

Lana Johnson, President

ATTEST:

Urszula Tanouye, Secretary

EXHIBIT A

Student Performance and Academic Improvement Goals

This contract is a performance-based contract linked to student performance and academic improvement. The Principal shall strive to meet the goals during the term of this contract. The parties agree the goals and indicators are linked to student performance and academic improvement.

Annually, the Principal, with the assistance of her school faculty, shall:

- A. Evaluate student performance, which shall include but not be limited to student performance on standardized tests such as performance on standardized tests, completion of the curriculum, attendance and promotion rate;
- B. Review the curriculum and instructional services of the school; and
- C. Report to the Superintendent on her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance.