

**COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
PRINCIPAL CONTRACT**

**THIS AGREEMENT** is made this 24<sup>th</sup> day of August, 2009, by and between the BOARD OF EDUCATION, COMMUNITY HIGH SCHOOL DISTRICT NO. 128, LAKE COUNTY, ILLINOIS (hereinafter the "BOARD"), and Ellen Cwick, Principal (hereinafter the "Principal").

**IT IS AGREED:**

1. **EMPLOYMENT** – **Ellen Cwick** is hereby hired and retained from JULY 1, 2010 through and including JUNE 30, 2014, and, as it may be later agreed to by the parties, thereafter, as **Principal**. The **Principal** further agrees to remain employed by the BOARD beyond June 30, 2014, in a TRS covered position, until such time as her combined years of TRS service credit and credit for unused accumulated sick leave total thirty-five (35) years of TRS creditable service.

2. **DUTIES** - The duties and responsibilities of the Principal shall be those incidental to the office of the **Principal**, those set forth in the job description (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the Principal, and to perform other professional duties customarily performed by an **Principal** as from time to time may be assigned to the Principal by the BOARD or the Superintendent. The BOARD reserves the right to reassign the Principal to different administrative duties from time to time during the term of this Agreement, without a loss of pay.

3. **SALARY** - In consideration of the annual base salary of One Hundred Seventy Nine Thousand Seven Hundred Sixty One Dollars (\$179,761), for the 2010-2011 contract year, the Principal agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of Principal. For each remaining contract year (2011-2012, 2012-2013, and 2013-2014), the Principal's base salary shall increase by six percent (6%) over the prior contract year's base salary, resulting in the following base salaries: 2011-2012 (\$190,546); 2012-2013 (\$201,978); and 2013-2014 (\$214,096). For the portion of the 2014-2015 fiscal year that Cwick remains employed in a TRS covered position as set forth in Section 1, above, Cwick shall receive a per diem rate equivalent to the per diem rate of her 2013-2014 base salary, as well as all other benefits set forth in this Contract. These salary amounts are in consideration of the fact that the Principal has given notice of her intent to retire during the 2014-2015 fiscal year upon attaining thirty-five (35) years of TRS service credit. 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.

4. **ACADEMIC IMPROVEMENT and STUDENT PERFORMANCE GOALS**—

This Agreement is a performance-based contract. The Principal shall address and fulfill the student performance and academic improvement goals which are appended to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended. The goals shall be approved by the Principal's immediate supervisor and by the Associate Superintendent and appended to this contract by October 1, 2010.

5. **DEFERRED COMPENSATION** - The Principal may, at her option, elect to take a reduction in her current salary, or forego a portion of any increase to the compensation paid to her under this Agreement, and have those amount(s) contributed by the BOARD on her behalf to a tax sheltered annuity qualified under Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended. The amount contributed by the BOARD shall not exceed an amount equal to the maximum allowable contribution under the Code. This provision is intended to be a Salary Reduction Agreement as defined by the Code.

6. **EVALUATION** - The BOARD and the Principal agree that during each year of this Agreement, before February 1, 2011, and before each February 1 thereafter, there shall be an evaluation of the Principal' performance under this Agreement in accordance with the *Illinois School Code* as clarified by the established administrative evaluation plan of the BOARD. Failure of the BOARD to complete an evaluation does not preclude dismissal or nonrenewal of this Agreement.

7. **CERTIFICATE** - The Principal shall furnish to the BOARD, at the start of this Agreement and during the term of this Agreement, a valid, appropriate, and properly registered certificate to act as principal, in accordance with the laws of the State of Illinois and as directed by the BOARD.

8. **TERMINATION OF AGREEMENT** - This Agreement may be terminated prior to its expiration by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the Principal gives the BOARD at least ninety (90) school days written notice of the proposed resignation.
- D. Disability of the Principal. Should the Principal be unable to perform the duties and obligations of this Agreement, by reason of illness, accident, or other causes, and such disability exists for a period of more than 180 calendar days or until the Principal' accumulated sick and vacation leave is exhausted, whichever is later, the BOARD, at its option, may terminate this Agreement, whereupon the respective rights, duties, and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long-term disability benefits that apply by operation of other provisions of this Agreement.
- E. Discharge for Cause. Discharge for cause shall constitute conduct which is prejudicial to School District; including but not limited to neglect of duty

or breach of contract. Reasons for a proposed discharge for cause shall be given in writing and the Principal shall be entitled to appear before the BOARD to discuss such causes. If the Principal chooses to be accompanied by legal counsel at such meeting, she shall bear any costs involved. Such meeting shall be conducted in closed session. Failure to comply with the terms and conditions of this Agreement shall constitute cause for discharge. The BOARD will not arbitrarily or capriciously call for the dismissal of the Principal.

Nothing shall prohibit the BOARD from suspending the Principal with or without pay pending completion of the requirements of paragraph E of this section. 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 terms and provisions of the Illinois Teachers' Retirement System.

9. **PROFESSIONAL ACTIVITIES** - The Principal shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels, as approved by the Superintendent. Within budget constraints, as approved by the BOARD, the costs of attendance shall be paid by the BOARD.

10. **VACATION, PERSONAL AND SICK LEAVE**- The Principal shall receive vacation days annually (July 1-June 30) in accordance with Addendum "A", attached hereto and made a part hereof by this reference, exclusive of weekends and legal holidays. Vacation shall be taken within six (6) months of the year in which it is earned and shall not be cumulative. Vacation days may be redeemed at the rate of 1/217<sup>th</sup> salary by the Principal in accordance with Addendum "A", provided the Principal provides the BOARD with written notice of intent to redeem vacation days no later than May 15 of the year in which the days are to be redeemed. Vacation days may not be redeemed to the extent that such redemption would cause the Principal to experience a total TRS creditable earnings increase from one contract year to the next of more than six percent (6%).

The Principal shall be provided with fifteen (15) days of sick leave per year. Unused sick leave shall accumulate without limitation. In addition, the Principal shall receive two (2) days of personal leave per year for personal business matters with the prior approval of the Superintendent. Unused personal leave shall expire on June 30 of each contract year and shall not accumulate or convert to sick leave.

11. **INSURANCE** - The BOARD shall provide long-term disability coverage in accordance with its policy which is presently or may later be applicable to its other administrators. The BOARD shall also provide medical and hospitalization coverage for the Principal and her family and dental insurance coverage for the Principal in accordance with its policy which is presently or may later be applicable to its other administrators. The Principal will have the option to purchase additional dental coverage for her family. In addition, the BOARD will reimburse the Principal up to Three Hundred Dollars (\$300) annually for the cost of a comprehensive medical exam.

The BOARD shall also provide and pay the premiums for a term life insurance policy for the Principal during the term of this Agreement in the face amount of two times (2X) the Principal' base salary as expressed in Section 3. The BOARD shall assign the ownership of the term life insurance policy to a person or trust designated by the Principal, and upon termination of this Agreement shall allow that owner to continue the life insurance policy at its (or her) own expense.

12. **MEMBERSHIP DUES** - The Principal, upon proper substantiation, shall be reimbursed for all dues and membership fees for those appropriate professional organizations to which she belongs with prior Superintendent approval.

13. **WAIVER OF TENURE** – By accepting the terms of this Agreement, the Principal waives all rights of tenure granted under the *Illinois School Code* during the term of this Agreement.

14. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the base salary paid to the Principal by the BOARD as expressed in Section 3, the BOARD shall pick up and pay on the Principal's behalf, the Principal's entire contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code*.

It is the intention of the parties to qualify all such payments picked up and paid by the BOARD on the Principal's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Principal shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. The Principal does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to the Illinois Teachers' Retirement System. These contributions are made as a condition of the Principal's employment for her future service, knowledge and experience.

15. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** The BOARD shall pick up and pay on behalf of the Principal an amount of up to three-fourths of one percent (3/4%) of the base salary stated in Section 3 (the "contribution limit") to the Teachers' Health Insurance Security ("THIS") fund. The BOARD shall remit this contribution to the Illinois Teachers' Retirement System ("TRS") as the fund's collection agent. The parties further expressly acknowledge and agree that the BOARD'S obligation under this section shall not exceed the contribution limit. If the amount of contribution exceeds the contribution limit, then the Principal shall be solely responsible for the difference between her contribution and the contribution limit. If the amount of the Principal' contribution is below the contribution limit, then the BOARD'S obligation shall be limited to the actual contribution amount. Payments made by the BOARD to TRS under this section shall not be reportable to TRS as creditable earnings. The parties further agree that said payments shall be excluded from the Principal' taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.

The BOARD and the Principal make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the Principal' gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the Principal should have paid taxes on any portion of the contribution limit for which she did not pay taxes, the interest and penalties are the Principal's responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution limit, those penalties are the BOARD'S responsibility alone. Both the BOARD and the Principal expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the Principal owes more taxes, she has *no* right to seek additional sums from the BOARD.

16. **RETIREMENT** - Provided the Principal has at least ten (10) consecutive years of full-time service in the District and gives, or has given the BOARD irrevocable written notice of her intent to retire during the 2014-2015 fiscal year upon attaining thirty-five (35) years of total TRS service credit, the Principal shall be entitled to the following benefits. The BOARD will pay the Principal a post-retirement severance payment equal to thirty percent (30%) of her 2013-2014 base salary set forth in Section 3 above. This payment shall not be due, owing, or payable until after the Principal has retired and until after she has received her final paycheck for regular earnings. It is the intent of the parties that this post-retirement severance payment will not constitute TRS creditable earnings and will be paid one-half (1/2) in lump sum approximately thirty (30) days following the Principal's retirement date, and the remaining one-half (1/2) in the January following the Principal's retirement date.

Provided, however, none of the benefits set forth in this Section shall be available to any administrator who fails to begin drawing TRS or IMRF benefits upon retirement from the District or who retires or otherwise leaves the District to accept a similar administrative position in the State of Illinois.

In addition to the benefits set forth above, the BOARD may, in its sole discretion, provide the Principal with any or all of the retirement benefits in the teachers' collective bargaining agreement.

17. **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 first class mail, registered, or certified mail, postage prepaid, addressed:

*If to the BOARD, to:*

BOARD OF EDUCATION  
COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
50 Lakeview Parkway, Suite 101  
Vernon Hills, Illinois 60061

*If to the Principal to:*

Ellen Cwick, Principal  
COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
Vernon Hills High School  
145 N. Lakeview Parkway  
Vernon Hills, Illinois 60061

(or at the last address of the Principal contained in official Business Office records of the BOARD).

18. **BUSINESS EXPENSES** - It is anticipated and agreed that the Principal shall be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the Principal for any such expenses, incurred by her on behalf of the BOARD, subject, however, to the Principal's substantiation and the BOARD'S approval of such expenses.

19. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- C. 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.
- D. 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.
- E. 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.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. 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.

- H. 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.
- I. 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 parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

**Principal:**

\_\_\_\_\_  
Ellen Cwick

BOARD OF EDUCATION, COMMUNITY HIGH  
SCHOOL DISTRICT NO. 128,  
LAKE COUNTY, ILLINOIS

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

## ADDENDUM "A"

This addendum is intended to more fully set forth the benefits that the Principal will receive during the term of the Contract to which this addendum is attached. This addendum is not intended to create any additional rights or obligations on either party beyond those that exist in the attached Contract.

### 1. Vacation and Vacation Redemption

Vacation shall be earned and unused days shall be available for redemption annually as follows:

<u>Years of Service as Administrator in District 128</u>	<u>Vacation Days</u>
Years 1-2	20
Years 3-4	21
Years 5-6	22
Years 7-8	23
Years 9-10	24
Years 11 +	25

<u>Years of Service as Administrator in District 128</u>	<u>Vacation Days Potentially Available for Redemption</u>
0-5 years	5
6 years	6
7 years	7
8 years	8
9 years	9
10 years +	10

## **ADDENDUM "B"**

This addendum sets forth additional conditions and benefits that the Principal will receive during the term of the contract to which this addendum is attached.

1. **TRANSPORTATION EXPENSE** – As a condition of employment, the Principal will be required to furnish a personally owned automobile or other vehicle for business purposes. It is recognized that the Principal will incur certain expenses of a business nature for the use of said vehicle. The Board shall reimburse the Principal the annual sum of \$1,800 payable monthly for the business use of the automobile for trips within the local area. The Principal shall keep records of substantiated automobile expenses and to the extent the allowance is unsubstantiated it shall be included in the Principal's taxable income. For business miles outside of the local area the Principal will be reimbursed at the approved district mileage rate.