



**2025-2026**

## **Non-Tenured Teacher's Contract**

**IN CONSIDERATION** of the mutual agreements herein contained, it is hereby contracted and agreed by and between the Board of Education of School District 25, Du Page County, Illinois (hereinafter referred to as the Board), and **Marisa Choate**, a legally qualified Teacher (hereinafter referred to as the Teacher), as follows:

1. The Board does hereby employ the Teacher for the **2025-2026** school term, and the Teacher hereby agrees to perform services in said school district in such positions, grades, classes, courses, departments, activities, and buildings as the Board, through its superintendent, may from time to time direct. The school term (employment period) shall not be less than 180 days and shall begin and terminate on such dates as the Board may, from time to time, fix and determine in compliance with the controlling provisions of *The School Code*. The services to be rendered hereunder for the compensation set forth below shall include but are not necessarily limited to, attendance at the teachers' institutes, orientation days, workshops, in-service training sessions, or equivalent professional educational experiences, such other services for the said district as are customarily performed by teachers, and such incidental duties as the Board deems necessary or desirable for the welfare of the district. The Board shall notify the Teacher of the first day on which the Teacher shall be required to be present, and the Teacher shall perform such services from the date to the close of the school term.

2. The Board agrees to pay the Teacher as compensation for Part-Time Equivalent services to be rendered a sum of **Sixty-Six Thousand Twenty-Six and 00/100 Dollars (\$66,026.00)**.

There shall be deducted from each payment made such deductions as are required by law or authorized by the Teacher in accordance with provisions of board policy, rule, or regulation, provided, however, the Teacher shall not be entitled to compensation for any period of time during the school term when the Teacher is absent from duty, unless otherwise provided by the rules, regulations, or orders heretofore or hereafter adopted by the Board or unless otherwise provided by *The School Code*.

3. The Teacher hereby agrees to diligently and impartially perform all services hereunder for said school district in accordance with and under the direction of the superintendent of the district, to keep such registers and other records, and to make such reports as are now or may hereafter be required by law or by the Board, and to conform to, comply with and be subject to all lawful rules, regulations, and orders heretofore or hereafter adopted or amended by the Board. The Teacher further agrees to exercise due diligence in the preservation of all property belonging to said district.

4. The Teacher may be suspended without pay for the failure to observe and/or enforce such lawful rules, regulations, and orders adopted, established, or issued by the Board or for failure to perform all duties required hereunder and/or under *The School Code*. Prior to any suspension action, an opportunity will be afforded the Teacher to appear before the Board to discuss the proposed action. The Teacher shall be given reasonable prior written notice of the reasons for the proposed action and shall be entitled to have a representative of the Benjamin Educational Association (BEA) present to advise and represent the Teacher before the Board if the Teacher so desires.

5. This contract shall terminate upon the conclusion of the **2025-2026** school year, the Board's dismissal of the Teacher for violating the provisions of this contract, by reason of any other permitted ground for dismissal, or upon the annulment, revocation, or suspension of the Teacher's certificate by any proper public authority or officer having jurisdiction thereof.

6. To the extent that a specific provision of any Collective Bargaining Agreement is applicable to the Teacher clearly and specifically conflicts with a provision of this contract, the Collective Bargaining Agreement, during its terms, shall govern the relationship of the Teacher and the Board as to the matters in conflict.

7. The Teacher, in further consideration of the compensation, salary, and fringe benefits paid by the Board pursuant to this agreement, agrees to devote the Teacher's entire time, attention, and energies to the performance of Teacher's duties under this Agreement; not to seek and/or obtain employment with any other person or entity for the entire term of this Agreement without the prior written consent of the Board; and, not to resign or otherwise voluntarily terminate Teacher's employment with the Board prior to the expiration of this agreement. In the event that the Teacher breaches any of the terms or provisions of this section. The Teacher shall immediately become obligated to repay the Board an amount equal to \$2,500, whether or not previously or payable, not as a penalty, but solely as liquidated damages for the Teacher's breach of this section. The parties agree the Board may withhold the amount of liquidated damages from any compensation due and payable. It is understood that no teacher may resign during the school term without the concurrence of the Board, in order to accept another teaching assignment. The Board's decision to release a Teacher from their Teacher's contract will depend on the Board's ability to find a suitable replacement.

8. The Board is entitled to terminate this contract at any time for any reason. If the Board chooses to exercise its prerogative to terminate the employment relationship with the Teacher, notice of the Board's intent to terminate the contract may be given directly to the Teacher in writing by the Board or its duly appointed designee. The Teacher agrees that the Teacher shall have no rights to continued employment by the Board after receiving notification of the Board's intent to terminate this contract.

**IN WITNESS WHEREOF**, the Board has caused this contract to be executed on its behalf by its president and its secretary, and the Teacher has executed this contract this **12th day of May, 2025**.

SIGNED:

Board of Education  
Benjamin School District #25  
DuPage County, Illinois

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Teacher

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Board President

Attest:

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Board Secretary