

## PRINCIPAL EMPLOYMENT CONTRACT

**THIS CONTRACT** made this 24th day of June, 2019, by and between the Board of Education of Tuscola Community Unit School District No. 301 (hereinafter referred to as “the Board”), and Steve Fiscus (hereinafter referred to as “the Principal”), pursuant to a Motion of the Board at a regular meeting of the Board held on June 24, 2019, as found in the minutes of that meeting.

### WITNESSETH:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. **EMPLOYMENT.** The Board hereby employs Steve Fiscus as Principal for Tuscola Community Unit School District No. 301, to perform such duties as are specified herein, for a period of two (2) years, beginning July 1, 2019 and ending June 30, 2021. The work year shall be twelve (12) months per year, two hundred forty (240) days, including sick leave, personal leave and vacation (paid non-working days) but not including holidays. The Superintendent or his/her designee, in consultation with and with the advice of the Principal, shall specify the days on which the Principal will perform duties as Principal.

2. **DUTIES.** The duties and responsibilities of the Principal shall be all those duties established by this Contract, those incident to the office of principal, as set forth in the job description of that position as attached hereto as Appendix A, those obligations imposed by the law of the State of Illinois upon principals; and such other duties normally performed by an employee in like position as from time to time may be assigned to the Principal by the Superintendent of Schools and/or the Board.

3. **SALARY.** In consideration of the performance of the duties of the Principal, the Board shall pay to the Principal as base annual salary the total sum of Ninety Thousand Four Hundred Eighty and 00/100 Dollars (\$90,480.00) per year, which annual salary shall be payable in substantially equal installments in accordance with the payroll procedures of the District for the period extending from July 1, 2019 to June 30, 2020. For the period extending from July 1, 2020 to June 30, 2021, the Board shall pay to the Principal as base annual salary the total sum of Ninety Four Thousand Ninety-Nine and 00/100 Dollars (\$94,099.00) per year, which annual salary shall be payable in substantially equal installments in accordance with the payroll procedures of the District.

4. **PENSION.** In addition to the Principal's salary, the Board shall pay on behalf of the Principal all required contributions to the Teachers' Retirement System in the form of an employer-paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* The Principal shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the Teachers' Retirement System. Both parties acknowledge that the Principal did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the

Principal's future services, knowledge and experience. The purpose of such direct employer payment shall be to defer federal income taxation of such amount, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36.

5. **T.H.I.S.** In addition to the salary of the Principal, the Board shall pay on behalf of the Principal such percentage of the Principal's salary as may be required by law on behalf of the Principal to the Teacher Health Insurance Security Fund. The Principal shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Principal did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Principal's future services, knowledge and experience.

6. **ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS.** This Contract is a performance-based contract linked to student performance and academic improvement attributable to the responsibilities and duties of the Principal. 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 of the District.

Annually, the Principal shall:

(a) evaluate student performance, which shall include but not be limited to, student performance on standardized tests, completion of the curriculum and attendance rates;

(b) review the curriculum and instructional services of the school to which he is assigned; and

(c) report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

7. **EVALUATION.** The Principal shall be evaluated by the Superintendent in conformance with the District's principal evaluation plan established in accordance with 105 ILCS 5/24A-15. No later than March 1, 2020, and not later than March 1 of any year of any extension of this Contract, the Board and the Superintendent shall review with the Principal, the Principal's progress toward established goals and working relationships among the Principal, the Principal, the Superintendent, the Board, the faculty, the staff and the community.

8. **EXTENSION AT END OF TERM.** At the time of the final annual evaluation and assessment under this contract, the Board and the Principal shall engage in discussions from which the parties may mutually agree to enter into a successor employment contract with the Principal for a multi-year period not to exceed five (5) years. If the Board determines not to offer a new contract, the Board shall evaluate the Principal so that he receives such evaluation on or before March 1, 2021, and shall notify the Principal in writing so that the Principal receives the notice no later than April 1, 2021. Said notice shall provide the specific reasons for the

Board's determination to not extend the Contract. Failure to provide notice shall extend the contract for one (1) year. In the event the Contract is extended, the Board and the Principal shall establish additional goals designed to enhance school wide student performance and academic improvement as well as the indicators to measure the same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to a new contract prior to April 1, 2021, if existing goals are met. If the Board shall determine not to extend the Principal's Contract, it shall comply with any applicable reclassification procedures found at 105 ILSC 5/10-23.8b.

9. **LICENSURE.** The Principal shall furnish the Board, during the term of this Contract, a valid and appropriate license, authorizing him to perform the duties of Principal in accordance with the laws of the State of Illinois and as directed by the Board.

10. **RESIDENCE.** It is agreed and understood that the Board requires, as a condition of employment, that the Principal must maintain permanent residence within the school district during the term of employment as Principal.

11. **SICK LEAVE.** The Principal shall be entitled to fourteen (14) days of sick leave annually. Earned sick leave shall be cumulative to three hundred forty (340) days and shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

12. **VACATION.** The Principal shall be entitled to twenty (20) working days of vacation annually in each year of this Contract, exclusive of legal and school holidays. Vacation shall be taken subject to approval of the Superintendent, shall be taken within twelve (12) months of the year in which it is earned, shall not be taken during student attendance days without approval of the Superintendent, and shall not be cumulative. Unused days from any annual grant of vacation days awarded each year shall be used as vacation time or lost on July 1 of each year of this Contract.

13. **PERSONAL LEAVE.** The Principal shall be entitled to five (5) days of personal leave annually. A maximum of one (1) unused personal day may be carried over as personal leave for the following year. A maximum of three (3) unused days will roll over to the following school year as accumulated sick leave. This provision of allowing unused personal leave in excess of two (2) days to roll over into sick leave shall expire upon the conclusion of this contract and shall not be included in any successor contract unless specifically agreed to by the parties.

14. **MEDICAL INSURANCE.** The Board shall pay the monthly rate established in the collective bargaining agreement between the District and its certified staff toward insurance premiums for the single major medical insurance coverage available through the Board's group insurance carrier.

15. **PROFESSIONAL ACTIVITIES AND MEMBERSHIP DUES.** The Board shall pay the cost of the Principal's annual membership dues in the Illinois Principals' Association (IPA), and other professional memberships approved by the Board. The Principal is encouraged to attend appropriate professional meetings at local and state levels. Within budget constraints and if approved in advance by the Board, such costs of attendance may be paid by the Board upon receipt of a full, itemized account of such costs and appropriate receipts.

16. **MILEAGE AND TRAVEL EXPENSES.** The Board shall reimburse the Principal at the mileage rate established by Board policy for vouchered reimbursable mileage expenses incurred by the Principal while using the Principal's personal vehicle for the conduct of approved school district business. Mileage shall be computed from Tuscola, Illinois, or other origin of the trip, to the destination and back to Tuscola. Vouchers shall be submitted to the bookkeeper on the Friday prior to the third Wednesday of each month. Reimbursement shall be pursuant to the District's policies, rules and regulations. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board.

17. **TERMINATION OR RECLASSIFICATION AT END OF CONTRACT TERM.** The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

18. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Principal may agree, in writing, to terminate this Contract.

19. **DISCHARGE FOR JUST CAUSE.** Throughout the term of this Contract, the Principal shall be subject to discharge for cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Principal. Discharge for cause shall be deemed a dismissal of the Principal on the grounds of incompetence, material breach of this Contract, cruelty, negligence, where the interest of the school is required, or for other sufficient reasons or causes under the laws or statutes of the State of Illinois. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct any remediable cause, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Contract.

20. **DISABILITY.** Should the Principal be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Principal's control and such disability exists after the exhaustion of accumulated 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 twenty-one (21) consecutive or nonconsecutive work days after the exhaustion of accumulated leave (sick, personal, Family and Medical Leave Act) on days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Principal's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Principal may request a hearing before the Board in closed session.

21. **CRIMINAL RECORDS CHECK.** 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 a fingerprint based criminal records check 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.

22. **OTHER WORK.** With the prior approval of the Board, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

23. **NOTICE.** Any notice required under this Contract 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:

To the Board:

President, Board of Education  
Tuscola Community Unit School  
District No. 301  
409 S. Prairie  
Tuscola, IL 61953

To Principal:

Mr. Steve Fiscus  
(the address listed in current school  
district records)

24. **HEADINGS AND NUMBERS.** Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such heading or numbers and the text of this Contract, the text shall control.

25. **COUNTERPARTS.** This Contract 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.

26. **CONTENT OF AGREEMENT.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

27. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

28. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

29. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

30. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract 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 written above.

7-9-19  
Date

  
\_\_\_\_\_  
The Principal

TUSCOLA COMMUNITY UNIT  
SCHOOL DISTRICT NO. 301

6-24-19  
Date

By: Cathy Manno  
President, Board of Education

ATTEST:

6/24/19  
Date

  
\_\_\_\_\_  
Secretary, Board of Education