

**ST. LIBORY CONSOLIDATED SCHOOL DISTRICT #30**  
**811 Darmstadt Street**  
**St. Libory, Illinois 62282**

**SUPERINTENDENT'S CONTRACT**

This contract made and entered into this twenty-sixth day of February, 2008, between the St. Libory Consolidated School District #30, acting by and through its Board of Education, hereinafter called "District" and Carl J. Buehler, hereinafter called "Superintendent."

District hereby employs Carl J. Buehler as Superintendent to devote his full-time to supervisory and administrative work and to perform such duties assigned to him and required of him by law, and the rules, regulations and policies of the Board of Education for the period of three (3) years commencing July 1, 2008.

**I. SALARY**

In consideration of a salary defined in Attachment 1- Compensation Package below, Superintendent hereby agrees to devote such time, skill, labor and attention to this employment, during the term of this agreement, except as otherwise provided in this agreement, and to perform faithfully the duties of Superintendent for this District as set forth in this Agreement.

In addition to the pension contribution, the Superintendent agrees to pay ½ of 1% contributions required of active administrators to fund TRS health insurance. If, at some future date, no such pension contribution is required of active teachers, the Superintendent will be released from the responsibility of making this contribution for retiree health insurance.

The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff.

The Board retains the right to adjust the annual salary of the Superintendent during the term of this agreement, provided that any salary adjustment does not reduce the annual salary below the figure stated in this Agreement or any amendment attached hereto. Any adjustment in salary made during the life of this Agreement shall be in the form of an 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 the Superintendent nor that the termination date of this agreement has been in any way extended.

**II. EVALUATION**

Annually, but no later than February 1, of each year, the Board shall review, with the Superintendent, progress toward established goals and the quality of working relationships between and among the Superintendent, the Board, the faculty, the staff and the community- See Attachment 2- Performance Goals. The Superintendent shall seek to promote student academic improvement of the District's school.

### **III. CERTIFICATE**

Superintendent shall furnish to the Board, prior to and during the term of this Agreement, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

### **IV. DISCHARGE FOR JUST CAUSE**

Throughout the term of this Agreement, Superintendent shall be subject to discharge for just cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal. Superintendent shall have the right to service of written charges, written notice containing a specific bill of particulars listing the detailed reasons for the discharge, notice of hearing, and a hearing with all rights of due process under law before an independent hearing officer selected by the parties herein following the procedure provided to certified teachers under the Illinois Teachers' tenure Laws in executive session with any final decision to be made by the Board in such matter. If Superintendent chooses to be accompanied by counsel at such hearing, the Superintendent shall pay all expenses attaching to such choice. Failure to comply with the terms and conditions of this Agreement shall also be sufficient just cause for purpose of discharge as provided in this Agreement. This provision shall not be construed to limit in any way the Superintendent's right to review of the Board's action in any applicable state or federal court or other administrative forum.

### **V. DISABILITY**

In the event that Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond Superintendent's control and such disability exists for a period of more than 90 days (ninety days) after the exhaustion of accumulated sick leave days and vacation days during any school year, the Board, at its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for beyond this time or if such disability is permanent, irreparable or of such nature as to make performance of Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

### **VI. TERMINATION BY AGREEMENT**

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

### **VII. REFERRALS TO AND FROM SUPERINTENDENT**

The Board collectively and individually shall promptly refer all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall, in like manner, inform the Board of complaints, criticisms and suggestions called to his attention.

#### **VIII. PROFESSIONAL ACTIVITIES / TRANSPORTATION EXPENSE**

Superintendent shall be encouraged to attend appropriate professional meetings at local, state, and national levels. Superintendent shall also receive actual mileage reimbursement when carrying out duties of his position outside of the district boundary area, reimbursed at the rate per mile announced annually by the Internal Revenue Service for the purpose of income tax preparation. Total combined costs for professional activities and transportation expenses shall be paid by the Board up to an aggregate yearly total of \$1,000 (one thousand dollars).

#### **IX. MEDICAL EXAMINATION**

At the request of the Board, during the term of this agreement, the superintendent shall obtain a medical examination from a physician selected from a list of no less than three physicians selected by the Board. In the event of such a request, all costs shall be paid by the Board. A certificate of the physician certifying the physical competency of the Superintendent shall be provided to the President of the Board.

#### **X. BACKGROUND INVESTIGATION**

In accordance with Chapter 122. Par.10-21.9 of the Illinois School Code, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the names of 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 that there has been such a conviction, this contract shall immediately become null and void.

#### **XI. SICK LEAVE**

Superintendent shall be entitled to 12 (twelve) days of sick leave annually. Earned sick leave shall be cumulative as otherwise provided by the Board policy.

#### **XII. PERSONAL LEAVE**

Superintendent will receive 3 (three) personal leave days each school year. Such leave shall be taken in accordance with district policy, and in accordance with requests taken by district certified staff. Personal leave not taken shall accumulate as sick leave.

#### **XIII. VACATION**

Superintendent shall receive 25 (twenty-five) working days of vacation per contract year, exclusive of legal holidays and district designated vacation periods. Unused vacation days will not accumulate nor carry into the next year.

**XIV. HOSPITALIZATION AND DENTAL**

The Superintendent shall provide a portion of the hospitalization, major medical, and dental insurance for the Superintendent and the members of the Superintendent's immediate family during the term of this agreement as per Attachment 3- Insurance Payments.

**XV. MEMBERSHIP DUES**

The Superintendent shall submit the cost of annual membership dues in the Illinois Association of School Administrators for Board payment. If the Superintendent desires membership in other professional organization, the Superintendent will pay for all such expenses.

**XVI. RENEWAL CLAUSE**

Notice of intent not to renew this contract must be given by either party in writing no later than February 1<sup>st</sup> of the year in which the contract is to expire, and failure to give notice of intent not to renew shall automatically extend the contract for one additional year. The parties may extend this Agreement with or without modification of its terms for an additional multi-year term at the end of any one year.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names in the case of the Board, by its President.

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Superintendent

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President-Board of Education, St. Libory Consolidated School District #30

**ATTEST:**

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Secretary-Board of Education, St. Libory Consolidated School District #30

## **Attachment 1**

### **Compensation Package**

The Superintendent shall receive a salary as follows;

<b>2008-2009</b>	<b>\$74,600</b>
<b>2009-2010</b>	<b>\$76,570</b>
<b>2010-2011</b>	<b>\$77,630</b>

## **Attachment 2**

### **Performance Goals**

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

Annually, the Superintendent shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the Illinois Standards Assessment Tests, completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the school board on the findings as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois School Code.

## **Attachment 3**

### **Insurance Payments**

The Board shall pay the following amounts towards the Superintendent's medical insurance costs;

<b>2008-2010</b>	<b>\$10,500</b>
<b>2009-2010</b>	<b>\$10,750</b>
<b>2010-2011</b>	<b>\$11,000</b>