



February 24, 2015

Steven P. Gonzalez
105 Spencer Lane
Oswego, IL 60543
steve@gonzalezes.com

Re: FOIA Request dated February 16, 2015 and received February 17, 2015 FOIA ID #15-03

Subject: A complete and current copy of the current Superintendent's employment contract with all exhibits and addenda.

Dear Mr. Gonzalez:

This letter will serve as Community Unit District 308's response to your February 16, 2015, request under the Freedom of Information Act (5ILCS 140/1 et seq.), in which you asked for the above referenced information. Attached are the documents responsive to your request.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #15-03*.

Please let me know if you have additional questions. Thank you.

A handwritten signature in black ink that reads "Victoria R. D'Aleo".

Victoria R. D'Aleo
Freedom of Information Officer

**SUPERINTENDENT
CONTRACT OF EMPLOYMENT**

AGREEMENT made this 31 day of March, 2014, by and between the Board of Education, Oswego Community Unit School District No. 308 (hereinafter "the Board"), and MATTHEW WENDT (hereinafter "WENDT"), ratified by motion adopted at a regular meeting of the Board held on March 31, 2014, and found in the minutes of that meeting.

IT IS AGREED:

1. **Employment:** WENDT is hereby hired and retained from July 1, 2014 to June 30, 2019 as SUPERINTENDENT. WENDT hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Board.
2. **Duties:** The duties and responsibilities of WENDT shall be all those duties incident to the office of SUPERINTENDENT as set forth in the job description as prescribed by Board policy; those obligations imposed by the law of the State of Illinois; and to perform such other duties incidental to the office of the Superintendent as from time to time may be assigned to WENDT by the Board. The Board reserves the right to assign WENDT to different duties for which he is certified from time to time during the contract, without a loss of contract term, pay or benefits.
3. **Salary:** In consideration of the following salary amounts, WENDT 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 as set forth in this Agreement by Board policies or in rules or regulations established by the Board:
 - A. From July 1, 2014 through June 30, 2015, the Board shall pay WENDT a base salary of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) ("Base Salary").
 - B. Each subsequent contract year of this Agreement, WENDT shall be paid a base salary to be determined by the Board. In no case shall the Board reduce WENDT's base salary below Two Hundred Twenty Five Thousand Dollars (\$225,000.00).
 - C. The base salary for each year of this Agreement 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. 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 WENDT nor that the termination date of this Agreement has been in any way extended.

- D. The Board shall pay on behalf of WENDT all contributions to the Illinois Teachers' Retirement System (TRS) as required by Section 16-152.1 and Section 16-133.1 of the Illinois Pension Code, as amended from time to time. If the current employee contribution rate required by TRS to be remitted decreases, the Board shall pay the difference to the Superintendent 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 Board further agrees to pay and shelter that portion of the salary that is required as a contribution to TRS. Except as expressly provided herein paragraph 3.D., WENDT shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on his behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Illinois Pension Code and TRS rules and regulations.

4. Vacation: WENDT shall receive Twenty Five (25) days of vacation in each school year of this Agreement, exclusive of weekends and school holidays as defined in the School Code. Requests for vacation leave in excess of two (2) consecutive work days shall be subject to the approval of the Board President. Vacation leave for two (2) or fewer consecutive work days may be taken by providing electronic written communication to the Board President at least twenty-four (24) hours in advance of the vacation leave. Each contract year, WENDT may exchange a maximum of ten (10) unused vacation days for payment at the then current per diem in lieu of using said vacation days. WENDT shall be permitted to carry over any remaining unpaid vacation days up to Ten (10) days of vacation during each year of this Agreement for a maximum of Thirty (30) days of carried over vacation. At the termination of this Agreement, WENDT shall be paid for any accrued but unused vacation days not to exceed Thirty (30) days at WENDT's then current per diem.

5. Sick Leave: WENDT shall receive Fifteen (15) days of sick leave annually, of which Three (3) days can be used as personal leave days. Earned sick leave may accumulate to a maximum of 340 days.

6. Travel Expense: WENDT shall receive a monthly stipend of Four Hundred Sixteen Dollars and Sixty Six Cents (\$416.66) for District-related travel and mileage expenses.

7. Medical, Dental and Vision Insurance: If elected by WENDT, the Board shall provide 100% of the cost of the premium for vision insurance and 80% of the cost of the premium for medical and dental insurance for WENDT and members of his immediate family during the term of this Agreement in accordance with the basic insurance coverage provided to members of the professional staff.

8. Term Life and Long-Term Disability: The Board shall provide for ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) of Term Life Insurance and Long-Term Disability benefits for WENDT during the term of this Agreement.

9. Annuity: Upon WENDT's satisfactory service each year of this Agreement, the Board shall, in accordance with applicable state and federal law, annually make a contribution to a tax-sheltered annuity or other account type qualifying under Section 403(b) and/or Section 457(h) of the *Internal Revenue Code of 1986* as amended, selected by WENDT, in the following amounts:

- A. Upon completion of WENDT's satisfactory service during the period July 1, 2014 through June 30, 2015, the Board shall make a non-elective employer contribution of Twenty Two Thousand Five Hundred Dollars (\$22,500) in June 2015.
- B. Upon completion of WENDT's satisfactory service during the period from July 1, 2015 through June 30, 2016, the Board shall make a non-elective employer contribution of Twenty Two Thousand Five Hundred Dollars (\$22,500) in June 2016.
- C. Upon completion of WENDT's satisfactory service during the period from July 1, 2016 through June 30, 2017, the Board shall make a non-elective employer contribution of Twenty Two Thousand Five Hundred Dollars (\$22,500) in June 2017.
- D. Upon completion of WENDT's satisfactory service during the period from July 1, 2017 through June 30, 2018, the Board shall make a non-elective employer contribution of Twenty Two Thousand Five Hundred Dollars (\$22,500) in June 2018.
- E. Upon completion of WENDT's satisfactory service during the period from July 1, 2018 through June 30, 2019, the Board shall make a non-elective employer contribution of Twenty Two Thousand Five Hundred Dollars (\$22,500) in June 2019.

The annuity will be in WENDT's name and all interest or dividends, as well as the principal amount, shall accrue and become the property of WENDT after his

retirement.

10. Performance Based Goals ("Goals"): This Agreement is a performance-based contract pursuant to Section 10-23.8 of The School Code.

A. Annually, WENDT, with the assistance of his administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the school board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

B. In addition, by 2019, the composite score of District students taking the ACT shall be 23.

C. In addition, each contract year, the Board and WENDT agree that additional Student Performance and Academic Improvement Goals for the purposes of a merit bonus will be developed and attached as Exhibit A no later than June 1st of the preceding contract year. The Board shall pay WENDT a merit bonus for the completion of certain Goals in each year of the Agreement as provided in Exhibit A and as follows:

i. Upon WENDT's satisfactory completion of specific goals identified as eligible for a bonus payment during the 2014-2015 school year, the Board will make a payment in the sum of the assigned percentage for each identified goal that was successfully completed multiplied by Twenty Seven Thousand Five Hundred Dollars (\$27,500). This payment will be made in the first pay cycle of June 2015.

A. ii. Upon WENDT's satisfactory completion of specific goals identified as eligible for a bonus payment during the 2015-2016 school year, the Board will make a payment in the sum of the assigned percentage for each identified goal that was successfully completed multiplied by Thirty Two Thousand Five Hundred Dollars (\$32,500). This payment will be made in the first pay cycle of June 2016.

B. iii. Upon WENDT's satisfactory completion of specific goals identified as eligible for a bonus payment during the 2016-2017 school year, the Board will make a payment in the sum of the assigned percentage for each identified goal that was successfully completed multiplied by Thirty Seven Thousand Five Hundred Dollars (\$37,500). This payment will be made in the first pay cycle of June 2017.

C. iv. Upon WENDT's satisfactory completion of specific goals identified as eligible for a bonus payment during the 2017-2018 school year, the Board will make a payment in the sum of the assigned percentage for each identified goal that was successfully completed multiplied by Forty Two Thousand Five Hundred Dollars (\$42,500). This payment will be made in the first pay cycle of June 2018.

D. v. Upon WENDT's satisfactory completion of specific goals identified as eligible for a bonus payment during the 2018-2019 school year, the Board will make a payment in the sum of the assigned percentage for each identified goal that was successfully completed multiplied by Forty Seven Thousand Five Hundred Dollars (\$47,500). This payment will be made in the first pay cycle of June 2019.

11. Waiver of Tenure: By accepting the terms of a multi-year contract, WENDT acknowledges that he waives all rights granted him under Sections 24-11 through 24-16 of The School Code for the duration of his employment under a multi-year employment contract.

12. Evaluation: WENDT's performance shall be evaluated annually by the Board no later than February 1 of each calendar year. WENDT shall be responsible for notifying the BOARD of the responsibility to evaluate him no later than December 31 of each year. It is agreed by the Board and WENDT that as part of this annual evaluation the Superintendent and the Board will review progress toward the achievement of the Goals set forth in Paragraph 10 and make appropriate modifications to the Goals and/or the program to achieve the Goals as may be mutually agreed to by the Board and WENDT.

13. Reappointment: Notice of intent not to renew this contract must be given to WENDT, in writing stating the specific reasons thereof, by the Board by April 1st of the last year of the contract. Failure to do so shall extend this Agreement for one (1) additional year. WENDT shall be provided all hearing rights as set forth in 105 ILCS 5/10-21.4.

14. Discharge for Cause: Through the term of this Agreement, WENDT shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that WENDT shall have the right to service of written charges, notice of hearing and a hearing before the Board. Cause is defined as: incompetence, cruelty, negligence, immorality, or other conduct which is seriously prejudicial to the District. If WENDT chooses to be accompanied by counsel at such hearing, WENDT shall pay for his personal expenses. Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for purposes of discharge as provided in this Agreement.

15. Criminal Background Investigation: The BOARD is prohibited from knowingly employing a person who is convicted of committing or attempting to commit certain criminal offenses. In the event it is learned that there has been a prohibited conviction, this contract shall immediately become null and void.

16. Other Work: The Board encourages WENDT to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations to further his professional growth, as long as such activities do not interfere with WENDT's performance of his duties under this Agreement.

17. Professional Activities: The Board shall encourage WENDT to attend appropriate professional meetings at all local, state and national levels and to hold such membership as he deems appropriate, to the extent allowable by the Board's budget. Upon prior approval by the Board, the Board shall reimburse WENDT for the costs of such attendance and memberships. WENDT shall not, without formal approval from the Board, serve on or advise any board or organization that has an ongoing financial relationship with the District including, but not limited to, the Oswegoland Park District, the Oswego Senior Center and the Oswego YMCA.

18. Disability: Should WENDT be unable to perform the duties and obligations of this Agreement, by reasons of illness, accident, or other cause beyond WENDT's control, and such disability exists for a period of more than thirty (30) days after the exhaustion of accumulated sick leave days and vacation days during any school year, the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations of the parties shall terminate. Prior to termination for disability, WENDT may request a hearing before the Board in closed session.

19. Termination or Modification of this Agreement: During the term of this Agreement, the Board and WENDT may mutually agree, in writing, to terminate or modify this Agreement.

20. Medical Examination: Once a year during the term of this Agreement, WENDT shall obtain a comprehensive medical examination at the Board's expense. WENDT shall provide to the Board a copy of the examination or a certificate of the physician certifying WENDT's physical competence on a form approved by the Board. However, at any time that the Board believes it is necessary, WENDT may be required to take a comprehensive medical (including a comprehensive drug screen and blood analysis) and/or psychological examination from a physician identified by the Board, at the sole expense of the Board and on a form approved by the Board.

21. 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 registered or certified mail, addressed:

If to the Board, to:

Oswego Community Unit School District # 308
4175 Route 71
Oswego, IL 60543
Attn: School Board President

If to WENDT, to:

Dr. Matthew Wendt
Oswego, IL 60543-8095

Dr. Wendt will provide the Board President with any changes in address during the term of this Agreement.

22. Miscellaneous

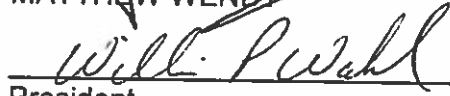
- 22.1 This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- 22.2 Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any headings or numbers and the text of this Agreement, the text shall control.
- 22.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and which taken together shall be considered one and the same instrument.
- 22.4 If any provision of this Agreement is deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions of this Agreement shall not be impaired or affected without the mutual Agreement of WENDT and the Board.
- 22.5 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this new Agreement and supersedes all prior agreements, arrangements, and

communications between the parties concerning such subject matter whether oral or written.

By:


MATTHEW WENDT

By:


President
Board of Education
Oswego Community Unit School District
No. 308

ATTEST:


Secretary

Board of Education

Oswego Community Unit School District No. 308

Performance Goals for Dr. Wendt for the Period of July 1, 2014 through June 30, 2015

As approved by the Board of Education on May 27, 2014, add the following as Paragraph 10 of Dr. Wendt's Superintendent Contract of Employment.

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
Financial Strength	<ul style="list-style-type: none"> • Ensure the 2014 – 2015 year ends with an operating cash surplus of not less than \$300,000. 	<ul style="list-style-type: none"> • Cash within all the operating funds must sum to no less than \$300,000 as of June 30, 2015, with a Proforma statement of operating funds to be submitted to the Board on or before June 8, 2015. 	<ul style="list-style-type: none"> • 6/8/15 	<ul style="list-style-type: none"> • 10%
Curriculum	<ul style="list-style-type: none"> • Create an Academically Gifted & Talented Task Force to Identify Recommendations to Improve Programming. If Approved by the BOE, then develop and implement programming for the 2015-2016 School Year. 	<ul style="list-style-type: none"> • Present to the BOE fact based conclusions of the analysis and recommendation for changes, if needed, with associated costs. 	<ul style="list-style-type: none"> • 10/20/14 	<ul style="list-style-type: none"> • 10%

Performance Goals for Dr. Wendt for the Period of July 1, 2014 through June 30, 2015

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
Curriculum (cont)	<ul style="list-style-type: none"> • Complete an Evaluation of the District's Kindergarten Program, including associated costs, staffing, student achievement and placement. If Approved by the BOE, then develop and implement programming for the 2015-2016 School Year. 	<ul style="list-style-type: none"> • Present findings to the BOE with recommendations for a long-term, sustainable Kindergarten Program. 	<ul style="list-style-type: none"> • 2/23/15 	<ul style="list-style-type: none"> • 20%
District Focused	<ul style="list-style-type: none"> • Develop and recommend a long-term Infrastructure Technology plan to support the digital academic needs of the District along with associated costs. 	<ul style="list-style-type: none"> • Present to the BOE a complete program recommendation with associated costs. 	<ul style="list-style-type: none"> • 4/27/15 	<ul style="list-style-type: none"> • 10 %

Performance Goals for Dr. Wendt for the Period of July 1, 2014 through June 30, 2015

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
District Focused (cont.)	<ul style="list-style-type: none"> • Complete and recommend a long-term Facilities Plan to ensure efficient utilization of all District Facilities. • Increase the Average Daily Attendance of the district by 0.5% for the 2014-2015 School Year 	<ul style="list-style-type: none"> • Present to the BOE a complete program recommendation with associated costs. • Based on the State of Illinois report regarding attendance, the Average Daily Attendance for the 2014-2015 School Year will be 0.5% greater than the 2013-2014 School Year. 	<ul style="list-style-type: none"> • 2/9/15 • 6/8/15 	<ul style="list-style-type: none"> • 10% • 5%
Staff Development	<ul style="list-style-type: none"> • Complete Phase 1 of the implementation plan for the PLC Program. 	<ul style="list-style-type: none"> • Provide the BOE a summary including staff of the PLC Phase 1 program implementation and validation of staff training. 	<ul style="list-style-type: none"> • 3/23/15 	<ul style="list-style-type: none"> • 15 %

Performance Goals for Dr. Wendt for the Period of July 1, 2014 through June 30, 2015

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
Student Achievement	<ul style="list-style-type: none"> • Increase ACT Composite Scores by .4% • Increase the number of students that score a 3 or better on the AP exam by 10% . 	<ul style="list-style-type: none"> • Compare Composite ACT scores of students who took the ACT Exam during the period of April 2014 verses scores of students who to the ACT exam during April 2015. • Compare the number of students that scored a 3 or better on their AP exam during the 2013-2014 school year to the number of students that scored a 3 or better on their AP exam during the 2014-2015 school year. 	<ul style="list-style-type: none"> • 6/8/15 • 6/8/15 	<ul style="list-style-type: none"> • 10 % • 10%

Performance Goals for Dr. Wendt for the Period of July 1, 2014 through June 30, 2015

Notes:

The dates may be modified by the mutual agreement of the Parties.

Payment for successful goals will be distributed in the last pay cycle of June 2015. In the event that a Goal can not be measured prior to the first pay cycle, payment will be made, if satisfactorily completed, in the second pay cycle of June, 2015.


Calculation of Bonus Amount is based on the following:

Sum of the assigned Percentage for each goal that was successfully completed multiplied by \$27,500.

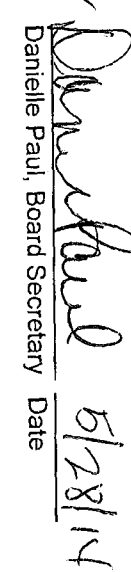
The Below signature represents proper authorization for execution and complete understanding and agreement of all terms and conditions within Paragraph 10 of the current employment contract between Dr. Wendt and the Oswego Community Unit School District #308.


Dr. Matthew Wendt

Date


William P. Walsh, Board President

Date


Danielle Paul, Board Secretary

Date