



April 10, 2018

Garrett Fergeson  
KNWA/Fox 24

**VIA EMAIL – gfergeson@knwa.com**

Re: FOIA Request Dated April 9, 2018 and received April 9, 2018

Subject: Copies of the following information:

- Any and all documentation regarding Dr. Matthew Wendt's contract(s) of employment from January 2012 – July 2016.
- Any and all documentation regarding Dr. Matthew Wendt's termination of employment from January 2012 – July 2016.
- Any and all complaints filed against Dr. Matthew Wendt during his employment with Community Unit School District 308 from January 2012 - July 2016. Internally and/or from citizens during his employment.
- Any and all internal investigation documents regarding Dr. Matthew Wendt during his employment as Superintendent with Community Unit School District 308.
- Any and all documentation of administrative leave, paid and/or unpaid for Dr. Matthew Wendt during his employment as superintendent with Community Unit School District 308.
- Any and all documentation of suspension, paid and/or unpaid for Dr. Matthew Wendt during his employment as superintendent with Community Unit School District 308.

Dear Mr. Fergeson:

This letter will serve as Oswego Community Unit School District 308's response to your April 9, 2018 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. Attached are the records responsive to the first two items of your request (any and all documentation regarding Dr. Matthew Wendt's contract(s) of employment from January 2012 – July 2016; any and all documentation regarding Dr. Matthew Wendt's termination of employment from January 2012 – July 2016) with personal information redacted pursuant to section 7(1)(c) of the Freedom of Information Act.

The district does not have any responsive records for the rest of your requests regarding: any and all complaints filed against Dr. Matthew Wendt during his employment with Community Unit School District 308 from January 2012 - July 2016. Internally and/or from citizens during his employment; any and all internal investigation documents regarding Dr. Matthew Wendt during his employment as superintendent with Community Unit School District 308; any and all documentation of administrative leave, paid and/or unpaid for Dr. Matthew Wendt during his employment as superintendent with Community Unit School District 308; and any documentation of suspension, paid and/or unpaid for Dr. Matthew Wendt during his employment as superintendent with Community Unit School District 308.

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](http://www.sd308.org) and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #18-24*.

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

*Carrie Szambelan*

Carrie Szambelan  
Freedom of Information Officer

**Dr. Matthew A. Wendt**



February 01, 2016

TO: School District 308 Board of Education  
RE: Resignation

Dear Board:

On July 01, 2012 I was provided the opportunity to begin serving School District 308 as Superintendent of Schools. Since that first day, I have enjoyed providing the leadership to ensure the school district is recognized as progressive, innovative and dedicated to the academic achievement of all students. Although the challenges at times have been incredible, it has also been one of the most rewarding positions over my 26-year career in public education.

Having been invited to serve as Superintendent of Schools for Fayetteville Public Schools, Fayetteville, Arkansas, I respectfully submit my resignation to be effective June 30, 2016. After this day, I look forward to my new position, being closer to family and having the opportunity to pursue other personal and professional goals. In advance, I extend my gratitude to the SD 308 Board of Education for granting approval to the mutual end of the current employment contract.

I have valued and appreciated the people that I have worked with – and for – over the past four academic years. The leadership team in place today is the best group of educational leaders that I have worked with in any position and within any school system. SD 308 enjoys exceptional teachers and staff members, and together, the partnership between all of us has created one of the best PreK-12 public school districts in Illinois.

I want to extend a special thank you to the board members who have served during my tenure. The volunteers who have dedicated years of service to SD 308 are special people and deserve the utmost respect. I especially offer my gratitude to those board members who served at the time I was employed and provided me with the initial opportunity. I am deeply grateful for Mr. Bill Walsh, President of the SD 308 Board of Education for three of the four years I served as Superintendent of Schools, for his leadership, vision, kindness and commitment to staff members and students.

Although too many relationships to honor in this letter exist, I am thankful for the collaborative and genuine friendships with association officers, legislators and other elected officials. Our work has been for a greater good, and I trust even more efforts can continue in the future.

I will value the personal relationships developed over time with some of the best people I have been blessed to meet and work with over the past four years. I am especially appreciative for my senior administrative team and their dedication to SD 308. Dr. Paul O'Malley, Dr. John Sparlin, Dr. Judy Minor served with me during a time of reform that has resulted in systemic changes benefiting district stakeholders, parents, staff members and students in immeasurable ways. These three people deserve the most credit for any accomplishments since July 2012.

Ursula Coan and Karen Lansky are two of the most valuable people in SD 308. Words cannot describe how appreciative I am for their work ethic, dedication and personal friendship.

School District 308, the communities served and the great people who call this area, "home," have made an impression upon me that will last a lifetime. I am a better leader and person for having served as Superintendent of Schools. World-class should not be just a slogan – SD 308 should make it a reality.

God bless you and all of the people of School District 308.

My very best,

Matthew A. Wendt

February 10, 2016

Dr. Matthew Wendt



Dear Dr. Wendt:

This letter is to inform you that on February 8, 2016, the Board of Education **approved your resignation** as Superintendent at the District Admin Center effective June 30, 2016.

To ensure that you receive documents and notices from School District 308, please contact the District Office at 630-636-3080 when you have your new address information. Should you have any questions or concerns, please do not hesitate to contact me at 630-636-4376.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Sauer".

Sharon Sauer  
Administrative Assistant  
Human Resources

cc: Personnel File

## **MODIFICATIONS TO SUPERINTENDENT CONTRACT OF EMPLOYMENT**

AGREEMENT made this 27th day of April, 2015, by and between the Board of Education, 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 April 27, 2015, and found in the minutes of that meeting, to modify the 2014-2019 Superintendent Contract of Employment executed on March 31, 2014, in accordance with Paragraph 19 of that Agreement.

### **IT IS AGREED:**

- I. All terms and conditions of the Superintendent Contract of Employment executed on March 31, 2014 remain valid except where modified below.
- II. The following language shall replace Paragraphs 3(A) and 3(B) of the 2014-2019 Superintendent Contract of Employment:

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, 2015 through June 30, 2016, the Board shall pay WENDT a base salary of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("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 Fifty Thousand Dollars (\$250,000.00).

- III. The following language shall replace Paragraph 10(C) of the 2014-2019 Superintendent Contract of Employment:


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

- C. In addition, each contract year, the Board and WENDT agree that additional Student Performance and Academic Improvement Goals may be mutually developed and attached as Exhibit A no later than June 1<sup>st</sup> of the preceding contract year.

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

**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 1<sup>st</sup> 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.

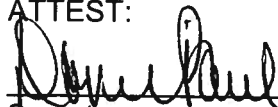
By:

  
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

## **SUPERINTENDENT CONTRACT OF EMPLOYMENT**

AGREEMENT made this 31<sup>st</sup> day of May, 2012, 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 special meeting of the Board held on May 31, 2012, and found in the minutes of that meeting.

### **IT IS AGREED:**

1. Employment: WENDT is hereby hired and retained from July 1, 2012 to June 30, 2015 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 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 pay.

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, 2012 through June 30, 2013, 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. The Board further agrees to pay and shelter that portion of the salary that is required as a contribution to TRS. 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. WENDT shall be permitted to carry over 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.

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, 2012 through June 30, 2013, the Board shall make a contribution in the amount equivalent to Five Percent (5.0%) of the 2012-2013 Base Salary. This payment shall be made in June, 2013.
- B. Upon completion of WENDT's satisfactory service during the period from July 1, 2013 through June 30, 2014, the Board shall make a contribution in an amount equivalent to Seven and One Half Percent (7.5%) of the 2013-2014 Base Salary. This payment shall be made in June, 2014.
- C. Upon completion of WENDT's satisfactory service during the period from July 1, 2014 through June 30, 2015, the Board shall make a contribution in an amount equivalent to Ten Percent (10%) of the 2014-2015 Base Salary. This payment shall be made in June, 2015.

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. Moving Expenses: On or before June 30, 2014, the Board shall reimburse WENDT up to but not exceeding Ten Thousand Dollars (\$10,000.00) for normal and customary relocation expenses of WENDT's personal belongings to a home within the District. All requests relating to this payment must be submitted to the Board President with receipts supporting such requests. If WENDT unilaterally leaves his employment as Superintendent prior to June 30, 2015, WENDT shall reimburse the Board for this payment.

11. Performance Based Goals ("Goals"): This Agreement is a performance-based contract pursuant to Section 10-23.8a of The School Code. The Board and WENDT agree that the Goals, attached as Exhibit A, are linked to student performance and academic improvement.

12. 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.

13. 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.

14. Reappointment: Notice of intent not to renew this contract must be given to WENDT, in writing, 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.

15. 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.

16. Certification/Criminal Background Investigation: WENDT shall furnish to the Board, on or before the beginning date of this Agreement (July 1, 2012), a valid and appropriate certificate to act as Superintendent of Schools in accordance with the laws of the State of Illinois. Failure to provide the requisite certification shall be cause to terminate this Agreement without any liability to the Board. As a required condition of employment, WENDT shall authorize a criminal background investigation by the Board pursuant to the relevant provisions of the Illinois School Code and Board policy. Failure to comply with this provision shall nullify this Agreement.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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



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


23. Miscellaneous

- 23.1 This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 This Agreement contains all of 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.

By:

  
MATTHEW WENDT

By:

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

ATTEST:

Laurie Pasterni  
Secretary

Board of Education

Oswego Community Unit School District No. 308

## **EXHIBIT A: PERFORMANCE BASED GOALS**

A. By September 1, 2012 Wendt shall provide no less than a bi-weekly status update to the Board in written form, expressing issues and progress toward goals.

B. Starting September 1, 2012, and continuing through May 31, 2013, Wendt will visit all District Schools at least four times.

C. By October 31, 2012 and then every 90 days afterwards through the term of the Agreement, Wendt will develop and present to the Board of Education and then the Community a Quarterly State of the District Report. This report will include data, as available, on standardized testing and other metrics that show student improvement within the District and comparisons to other regional schools and State averages.

D. By December 31, 2012, Wendt shall develop a comprehensive communication plan that is repeatable and sustainable for students, parents, staff, community members, and intergovernmental agencies that measures and identifies academic and extra-curricular achievements, as well as alerts parties to upcoming changes, forecasts future needs and seek support as needed from different entities. In that same time frame, Wendt shall develop and implement a method of working with different District 308 Parent Organizations to receive and respond to suggested opportunities for improvement.

E. By February 28, 2013, Wendt will develop and present to the Board a plan to prepare students, parents, teachers and administrators for the successful implementation of the Common Core Standards, Senate Bill 7 and the Performance Evaluation Reform Act within the deadlines imposed by the governing body and the incorporation options for instituting the PLC model.

F. By February 28, 2013, Wendt will complete an assessment and report back to the Board on the cost and student achievement effectiveness of up to four (4) District Programs agreed upon by the Board and Wendt no later than July 2012.

G. By February 28, 2013, Wendt will review and recommend to the Board academic curriculum improvements that will ensure that the high school graduation requirements exceed the state minimum requirements on a phased-in basis beginning in the 2013-2014 school year.

H. By March 31, 2013, Wendt will develop a Strategic Plan that includes parents, teachers and staff and focuses on improving ACT test scores and scores on other current standardized tests, and participation in Advanced Placement exams.

I. By April 30, 2013 Wendt will review and refresh the District's strategic plan for growth and efficient use of district facilities, and identify new and alternative sources of revenue to help fund future equipment and facilities' needs.

J. From time to time during this Agreement, additional annual Goals may be identified and agreed to by the Board and Wendt.



## Performance Goals for Dr. Wendt

As approved by the Board of Education on October 15, 2013, add the following as Paragraph K to Exhibit A of Dr. Wendt's May 31, 2012 Superintendent Contract of Employment.

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
Financial Strength	<ul style="list-style-type: none"> <li>• Insure the 2013 – 2014 year ends with a operating cash surplus of not less than \$200,000.</li> </ul>	<ul style="list-style-type: none"> <li>• Cash within all the operating funds must sum to no less than \$200,000 as of June 30, 2014, with a Proforma statement of operating funds to be submitted to the Board on or before June 1, 2014.</li> </ul>	• 6/1/14	• 10%
	<ul style="list-style-type: none"> <li>• Develop and deliver District Quarterly Reports to include: a) revenue vs. expenses vs. budgets; b) revenue forecasts, c) actual attendance verses enrollment and d) savings/reallocation of funds.</li> </ul>	<ul style="list-style-type: none"> <li>• To issue repeatable Quarterly Reports which will be posted on district website no later than 15 days after the end each calendar quarter.</li> </ul>	• 1/13/14	• 10%
Curriculum	<ul style="list-style-type: none"> <li>• Complete an evaluation of the district's mathematics program and provide a recommended curriculum for successful advancement through higher level mathematics. Propose recommended changes for program improvements, if needed, and the associated costs.</li> </ul>	<ul style="list-style-type: none"> <li>• Present to the BOE fact based conclusions of the analysis and any recommendations, including associated costs and a timeline for implementation for the 2014 - 2015 school year.</li> </ul>	• 4/14/14	• 5%

# Performance Goals for Dr. Wendt

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
Curriculum (cont)	<ul style="list-style-type: none"> <li>• Complete a needs assessment and present to the BOE a Dual Credit program that can be implemented in the 2014-2015 school year , if approved by the BOE.</li> <li>• Develop a list of tools, program changes and/or techniques that will support improvement in ACT Scores and the costs associated for supporting items/programs.</li> </ul>	<ul style="list-style-type: none"> <li>• Present to the BOE fact based conclusions of the analysis and recommendation for changes, if needed, with associated costs.</li> <li>• Present to the BOE results and recommendations for support techniques to provide students opportunities to improve their ACT scores.</li> </ul>	<ul style="list-style-type: none"> <li>• 4/14/14</li> <li>• 5/12/14</li> </ul>	<ul style="list-style-type: none"> <li>• 5%</li> <li>• 10%</li> </ul>

# Performance Goals for Dr. Wendt

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
Curriculum (cont)	<ul style="list-style-type: none"> <li>• Complete a Special Education Audit to identify strengths and weaknesses of the program and present a recommendation for program improvement.</li> </ul>	<ul style="list-style-type: none"> <li>• Present to the BOE fact based conclusions of the analysis and recommendation for changes, if needed, with associated costs.</li> </ul>	<ul style="list-style-type: none"> <li>• 2/10/14</li> </ul>	<ul style="list-style-type: none"> <li>• 5%</li> </ul>
	<ul style="list-style-type: none"> <li>• Complete an Gifted and Academically Talented Program Audit to identify strengths and weaknesses of the program and present a recommendation for program improvement.</li> </ul>	<ul style="list-style-type: none"> <li>• Present to the BOE fact based conclusions of the analysis and recommendation for changes, if needed, with associated costs.</li> </ul>	<ul style="list-style-type: none"> <li>• 3/24/14</li> </ul>	<ul style="list-style-type: none"> <li>• 5%</li> </ul>

# Performance Goals for Dr. Wendt

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
Staff Development	<ul style="list-style-type: none"> <li>• Develop a framework for a district wide professional learning community (PLC) program and present an implementation plan for execution in the 2014-2015 school year. The plan should address: new professional development plans, teacher collaboration times, and staff mentoring/coaching.</li> <li>• Develop and present to the Board a retention plan for our teachers and staff.</li> <li>• Develop and present to the board a plan for promoting internal online education and best practices for our teachers.</li> </ul>	<ul style="list-style-type: none"> <li>• Presentation to the BOE a complete framework and implementation plan that is executable for the 2014-2015 school year.</li> <li>• Presentation to BOE.</li> <li>• Presentation to the BOE.</li> </ul>	<ul style="list-style-type: none"> <li>• 3/24/14</li> <li>• 5/12/14</li> <li>• 5/12/14</li> </ul>	<ul style="list-style-type: none"> <li>• 15 %</li> <li>• 5%</li> <li>• 5%</li> </ul>

# Performance Goals for Dr. Wendt

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
District Wide	<ul style="list-style-type: none"> <li>• Present a Strategic Plan for BOE approval.</li> <li>• Develop and present to the BOE for their review a comprehensive district wide communication plan for parents, teachers, staff, and district citizens.</li> <li>• Build a repeatable survey that will be issued to parents and staff every even school year and a student survey every odd school year. For clarity, school year is defined by the calendar year for which the first day of each school year starts.</li> </ul>	<ul style="list-style-type: none"> <li>• Recommendation to the BOE for approval a Strategic Plan.</li> <li>• Presentation to the BOE.</li> <li>• Issue survey per schedule and present results to the BOE.</li> </ul>	<ul style="list-style-type: none"> <li>• 6/9/14</li> <li>• 4/14/14</li> <li>• 5/12/14</li> </ul>	<ul style="list-style-type: none"> <li>• 15 %</li> <li>• 5%</li> <li>• 5 %</li> </ul>

# Performance Goals for Dr. Wendt

Initiative	Goal/Objective	Measurement	Completion No Later Than	Percentage of Eligible Bonus
District Wide	<ul style="list-style-type: none"> <li>• Every 90 days afterwards through the term of the Agreement, Wendt will develop and present to the Board of Education and then the Community a Quarterly State of the District Report. This report will include data, as available, on standardized testing and other metrics that show student improvement within the District and comparisons to other regional schools and State averages.</li> </ul>	<ul style="list-style-type: none"> <li>• To issue repeatable Quarterly Reports which will be posted on district website no later than 15 days after the end each calendar quarter.</li> </ul>	<ul style="list-style-type: none"> <li>• 1/27/14</li> </ul>	<ul style="list-style-type: none"> <li>• 0 %</li> </ul>

## Notes:

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

Payment for successful goals will be distributed in the first pay cycle of June 2014.

Calculation of Bonus Amount is based on the following:

Sum of the assigned Percentage for each goal that was successfully completed multiplied by \$22,500.

The Below signature represents proper authorization for execution and complete understanding and agreement of all terms and conditions within Paragraph K.


10/9/13  
 Dr. Matthew Wendt Date


10/13/13  
 William P. Walsh, Board President Date


12/19/13  
 Danielle Paul, Board Secretary Date

## 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"> <li>• Ensure the 2014 – 2015 year ends with an operating cash surplus of not less than \$300,000.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• 6/8/15</li> </ul>	<ul style="list-style-type: none"> <li>• 10%</li> </ul>
Curriculum	<ul style="list-style-type: none"> <li>• Create an Academically Gifted &amp; 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Present to the BOE fact based conclusions of the analysis and recommendation for changes, if needed, with associated costs.</li> </ul>	<ul style="list-style-type: none"> <li>• 10/20/14</li> </ul>	<ul style="list-style-type: none"> <li>• 10%</li> </ul>

# 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"> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Present findings to the BOE with recommendations for a long-term, sustainable Kindergarten Program.</li> </ul>	<ul style="list-style-type: none"> <li>• 2/23/15</li> </ul>	<ul style="list-style-type: none"> <li>• 20%</li> </ul>
District Focused	<ul style="list-style-type: none"> <li>• Develop and recommend a long-term Infrastructure Technology plan to support the digital academic needs of the District along with associated costs.</li> </ul>	<ul style="list-style-type: none"> <li>• Present to the BOE a complete program recommendation with associated costs.</li> </ul>	<ul style="list-style-type: none"> <li>• 4/27/15</li> </ul>	<ul style="list-style-type: none"> <li>• 10 %</li> </ul>



## 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"> <li>• Complete and recommend a long-term Facilities Plan to ensure efficient utilization of all District Facilities.</li> </ul>	<ul style="list-style-type: none"> <li>• Present to the BOE a complete program recommendation with associated costs.</li> </ul>	• 2/9/15	• 10%
	<ul style="list-style-type: none"> <li>• Increase the Average Daily Attendance of the district by 0.5% for the 2014-2015 School Year</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	• 6/8/15	• 5%
	<ul style="list-style-type: none"> <li>• Complete Phase 1 of the implementation plan for the PLC Program.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide the BOE a summary including staff of the PLC Phase 1 program implementation and validation of staff training.</li> </ul>	• 3/23/15	• 15 %
Staff Development				

## 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"> <li>• Increase ACT Composite Scores by .4%</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• 6/8/15</li> </ul>	<ul style="list-style-type: none"> <li>• 10 %</li> </ul>

## 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