



CRYSTAL LAKE ELEMENTARY DISTRICT #47

300 Commerce Drive, Crystal Lake, Illinois 60014 (815) 788-5000

www.d47.org

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October 13, 2017

Mr. Kirk Allen
American Watchdogs Inc.
7060 Illinois Highway 1
Paris, Illinois 61944
Foia-awi@illinoisleaks.com

Re: Freedom of Information Request

Dear Mr. Allen:

On August 4, 2017, Crystal Lake School District No. 47 received a Freedom of Information Act ("FOIA") in which you requested the following information:

1. A copy of all debt currently held by the School District in any form to include but not limited to, lines of credit, financial institution, bonds, credit card.
 - a) The information you are requesting is available on our website, more specifically pages 32-34. For your convenience, I have included the link.
<https://www.d47.org/cms/lib/IL01904560/Centricity/Domain/327/2016%2006%2030%20Crystal%20Lake%20Community%20Consolidated%20School%20District%2047.pdf>
More specifically pages 32-34 of this report.
2. A copy of all payment structures for that debt that reflects principal payment, interest payment, and time frame of those obligations.
 - a) The information you are requesting is available on our website. I have provided the link for your convenience.
<https://www.d47.org/cms/lib/IL01904560/Centricity/Domain/327/2016%2006%2030%20Crystal%20Lake%20Community%20Consolidated%20School%20District%2047.pdf>
3. A copy of all compensation provided to the Superintendent.
 - a) The information you are requesting for Dr. Kathy Hinz, Superintendent is available on our website. I have provided the link for your convenience.
<https://www.d47.org/cms/lib/IL01904560/Centricity/Domain/327/Administrator%20and%20Teacher%20Salary%20Benefits%202016%20Report.pdf>
4. A copy of the Superintendents employment contract.
 - a) The attachment contains the contract for Dr. Kathy Hinz
5. A copy of the minutes and agenda where the Superintendent's contract was approved.
 - a) The information you requested is available on our website/boarddocs. I have provided the link for your convenience.
<http://www.boarddocs.com/il/d47/Board.nsf/vpublic?open>

Educational Excellence for All Students is Our Passion and Commitment.

The following information fulfills our obligation to your FOIA request. I would appreciate acknowledgment that you received this email as well as being able to successfully open the document.

If you have any questions, please feel free to contact me 815-788-5000.

Sincerely,

A handwritten signature in cursive script that reads "Clare F. Bourne".

Clare F. Bourne
Freedom of Information Officer
Crystal Lake School District 47

enclosure

----- Forwarded message -----

From: **FOIA AWI** <foia-awi@illinoisleaks.com>

Date: Thu, Oct 5, 2017 at 10:04 AM

Subject: FOIA request School District - Crystal Lake CCSD 47

To: "E-mail:" <KHinz@d47.org>, "E-mail:" <canelson@d47.org>

From: Kirk Allen

In accordance with the Freedom of Information Act of Illinois, I am requesting the following public records as part of an American Watchdogs Inc. research project.

1. A copy of all debt currently held by the School District in any form to include but not limited to, lines of credit, financial institution, bonds, credit card
2. A copy of all payment structures for that debt that reflects principal payment, interest payment, and time frame of those obligations.
3. A copy of all compensation provided to the Superintendent.
4. A copy of the Superintendents employment contract.
5. A copy of the minutes and agenda where the Superintendents contract was approved.

I qualify as both media and non-profit under the definitions in Section 2 (c-10) ("Commercial purpose"), Section 2 (f) ("News media"), Section 2 (g) ("Recurrent requester"), and Section 2 (h) ("Voluminous request") of the Freedom of Information Act, for the purposes of being exempt to the provisions of Section 3.1 (Requests for commercial purposes), Section 3.2 (Recurrent requesters), Section 3.6 (Voluminous requests), and Section 6 (Authority to charge fees).

I request expedited processing on the basis of an urgency to inform the citizens and taxpayers of Illinois about their government's activities. If any element of this request is denied in whole or in part, I ask that you justify all withholdings individually by reference to specific exemptions of the Act. Please provide all responsive information to me electronically.

I request a rolling production of records, such that the public body furnishes records to my attention as soon as they are identified, preferably electronically, but as needed then to my attention, at the below address. If you have any questions please do not hesitate to contact me. Rolling production is not to be perceived as an agreement to extend the time frame for compliance under FOIA.

If you are not the FOIA officer responsible for any part of this request you are required by law to forward it to the appropriate FOIA officer.

The purpose of the request is to access and disseminate information regarding the legal rights of the general public and is not for the principal purpose of personal or commercial benefit.

As outlined in FOIA, documents shall be furnished without charge or at a reduced charge, as determined by the public body, if the person requesting the documents states the specific purpose for the request and indicates that a waiver or reduction of the fee is in the public interest. Waiver or reduction of the fee is in the public interest if the principal purpose of the request is to access and disseminate information regarding the health, safety and welfare or the legal rights of the general public and is not for the principal purpose of personal or commercial benefit.

I am requesting the records be provided in electronic format if that is the method in which they are stored. If they are in paper form and the copier can convert them to electronic format I would appreciate receiving them electronically.

American Watchdogs Inc.
foia-awi@illinoisleaks.com
[7060 Illinois Highway 1](#)
[Paris, Illinois 61944](#)
[217-508-0564](tel:217-508-0564)

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT

Dr. Kathy Hinz
(July 1, 2015 – June 30, 2019)

THIS AGREEMENT is made by and between Dr. Kathleen “Kathy” Hinz (“Superintendent”) and the Board of Education (“Board”) of Community Consolidated School District 47, Crystal Lake, Illinois (“School District”) pursuant to a motion approved at a meeting of the Board held August 17, 2015 in consideration of the mutual promises herein. This Agreement constitutes a successor performance based employment contract entered into during the term of an existing predecessor performance based employment contract. In accordance with the provisions of Section 10-23.8 of the School Code of Illinois [105 ILCS 5/10-23.8], the Superintendent and the Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement as stated in the original, predecessor contract.

The Board and the Superintendent agree as follows:

1. **Employment.** In accordance with the provisions of Section 10-23.8 of the School Code of Illinois [105 ILCS 5/10-23.8], the Superintendent is hereby employed as Superintendent of Schools of the School District under this multi-year performance based contract for the period commencing on July 1, 2015 through June 30, 2019. The contract year under this contract is considered July 1 through the immediately following June 30.
2. **Duties.** The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the United States, the State of Illinois and by the policies, regulations and directions of the Board, all as may be amended or modified from time to time, and as are reasonably incidental thereto. The Superintendent hereby agrees to devote full-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 School District 47 as set forth in this Agreement.
3. **Salary.** As compensation for such services, the Board agrees to pay the Superintendent an annual base salary of One Hundred Seventy-Seven Thousand One Hundred and Fifty Dollars (\$177,150.00).. This annual base salary shall be paid in equal installments in the same manner as the salaries of other twelve-month administrators in the School District are paid and shall be subject to withholding as required by law or authorized by the Superintendent. The Superintendent's salary shall be subject to annual adjustments as agreed to between the Superintendent and the Board; provided, however, that any such adjustment shall not reduce the Superintendent's compensation below that provided in the preceding contract year. Any adjustment in compensation made during the life of this Agreement shall be set forth in the minutes of the Board and shall become a part of this Agreement as though set forth herein. It is understood, however, that by so doing it shall not be considered that the Board has entered into a new contract with the Superintendent nor that the termination date of this Agreement has been in any way extended. In addition to the annual base salary, the Board may choose to pay the Superintendent a bonus contingent upon the Superintendent's achievement of her performance goals (described in paragraph 5 below) and on the financial strength of the District. The terms of this bonus,

if any, will be set forth and agreed to as part of the Superintendent's annual goal setting. This bonus is entirely at the Board's discretion and may not be offered in any given year.

4. **TRS/THIS Contributions.** In addition to the salary provided for above, the Board shall pick up and pay on behalf of the Superintendent the contributions to the Illinois Teachers' Retirement System (TRS), as may be amended. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to the TRS by the Board on her behalf, nor any right or claim to the contributions to the TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations. Further, the Board shall pick up and pay to TRS the contribution required of the Superintendent to the THIS retiree health insurance program.

5. **Evaluation.**

- A. *Performance Standards.* In accordance with Section 10-23.8 of the School Code of Illinois [105 ILCS 5/10-23.8], the parties agree that the goals and indicators that will be used by the Board to measure the Superintendent's achievement of her performance goals have been established in accordance with the law, and are included in Appendix A. In addition to the annual evaluation required in subparagraph B, the parties may meet periodically during the contract year to review and discuss the Superintendent's performance and effectiveness toward achieving the goals. In order to maximize opportunities for the Superintendent's achievement of the goals, the Board shall cooperate with and assist the Superintendent and agrees that the Superintendent shall have all necessary resources and requisite control over the operations, including finances and deployment of personnel, and educational programs of School District 47.
- B. *Evaluation.* By May 1, or any other mutually agreeable date, of each year of this Agreement, the Board and Superintendent agree that there shall be an evaluation of the Superintendent's performance. This evaluation shall consider, but not be limited to, examination of the establishment and maintenance of educational goals, student performance and academic improvement, administration of personnel, key functions, leadership behaviors, and such other factors of appraisal relating to the duties of the Superintendent as required in this Agreement or as otherwise agreed by the Superintendent and the Board. The Board shall also consider and determine the Superintendent's annual compensation for the next subsequent year of the Agreement. In addition, the evaluation shall review the Superintendent's progress toward and achievement of the goals and indicators established pursuant to subparagraph A and, in conjunction with such review, may agree in consultation with the Superintendent to modify, remove or add goals and indicators for the next subsequent year of the Agreement. The performance of the Superintendent shall be appraised by the Board and a written evaluation of that performance given to the Superintendent.

6. **Certificate.** During the life of this Agreement, the Superintendent shall maintain 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 and shall keep such certificate in full force and effect at all times
7. **Sick Leave.** The Superintendent shall be entitled to twelve (12) days of sick leave with full pay annually. Said complement of sick leave shall be credited to the Superintendent of Schools on the first day of each contract year. Unused sick leave shall accumulate as sick leave without limit.
8. **Personal Leave.** The Superintendent shall be entitled to two (2) days of personal leave with pay annually, which may be used for sick leave. Said complement of personal leave shall be credited to the Superintendent on the first day of each contract year. Unused personal leave shall convert to sick leave at the end of each contract year.
9. **Vacation.** The Board shall provide the Superintendent with twenty (20) business days' vacation each contract year, exclusive of and in addition to all legal holidays. The full amount of vacation days shall be available for use on the first day of each contract year. The Superintendent shall notify the Board President or Vice-President anytime a vacation day is used and shall obtain the prior approval of the Board President (or Vice President in the absence of the President) for all vacations which are more than three (3) consecutive working days in length. Vacation days must be used during the contract year in which they are granted and shall not accumulate from year to year or roll over to the following contract year.
10. **Insurance Coverage.** The Board shall furnish the Superintendent with family major medical and hospitalization insurance for the Superintendent, her spouse and her dependents. The Superintendent shall pay the same portion of the major medical and hospitalization insurance premiums as other twelve-month certified administrative personnel in the District. During the term of this Agreement, the Board shall also provide the Superintendent with term life insurance in an amount equal to two and one half (2 ½) times her base salary.
11. **Automobile Expenses.** The Board shall reimburse the Superintendent for an automobile allowance of Two Hundred Fifty Dollars (\$250.00) per month. The Superintendent shall be permitted to use a District-provided gasoline credit card upon submitting the proper forms to the District Business Office. Upon request, the Superintendent shall furnish proof of automobile expenses.
12. **Cell Phone Expenses.** The Board shall either provide the Superintendent with a District-issued cell phone for use in her official duties at District expense or shall reimburse the Superintendent for reasonable expenses incurred in the use of a personal cell phone, up to a maximum of \$150.00 per month.
13. **Professional Activities, Memberships and Expenses.** The Board encourages continuing professional growth of the Superintendent through membership and participation in professional organizations and through attendance at appropriate

professional meetings and conferences at the local, state and national levels. The Board shall pay the cost of the Superintendent's annual membership dues in professional organizations and community service organizations. The Superintendent may attend such professional meetings and the Superintendent is eligible for, upon Board approval, reimbursement for actual and necessary expenses incurred.

14. **Termination of Agreement.** This Agreement may be terminated by:
- A. *Mutual agreement of the parties.*
 - B. *Disability of the Superintendent.* The Board may terminate this Agreement during its term by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and is permanently disabled (as certified by a physician chosen by the Board) or has been absent from her employment for whatever cause for an additional continuous period of ninety working days. All obligations of the Board under this Agreement shall cease upon such termination.
 - C. *Discharge for Cause.* The Board may discharge the Superintendent for good and just cause, provided, however, that the Board does not arbitrarily or capriciously call for a dismissal. The Board shall provide the Superintendent with written notice of the charges or causes for discharge and notice of hearing. Pending any hearing, the Board may suspend the Superintendent with or without pay. The Superintendent shall be entitled to appear before the Board for a fair hearing on such causes. If the Superintendent chooses to be accompanied by legal counsel at such hearing, she shall bear any costs therein involved. Such hearing shall be conducted in closed, executive session. The Superintendent shall be provided a written decision stating the results of the meeting.
 - D. *Unilateral Termination by Board.* The Board may, at its option and by a minimum of one hundred and eighty (180) days' notice to the Superintendent, unilaterally terminate this Agreement during its term. If this subparagraph D is invoked by the Board, the Superintendent specifically waives the right to a hearing. In addition, the Board shall provide continued major medical insurance to the Superintendent and her eligible dependents for six months as severance. If the Superintendent subsequently obtains major medical insurance for herself and her eligible dependents during the six month severance period referenced above, the District may terminate such coverage.
 - A. *Unilateral Termination by Board.* The Board may, at its option and by a minimum of one hundred and eighty (180) days' notice to the Superintendent, unilaterally terminate this Agreement during its term. If this subparagraph D is invoked by the Board, the Superintendent specifically waives the right to a hearing. In addition, the Board shall provide continued major medical insurance to the Superintendent and her eligible dependents for six months as severance. If the Superintendent subsequently obtains major medical insurance for herself and

her eligible dependents during this six month severance period, the District may terminate such coverage.

- B. Unilateral Termination by Superintendent. The Superintendent may, at her option, and by a minimum of ninety days' notice to the Board, unilaterally terminate this Agreement during its terms. All obligations of the Board under this Agreement shall cease upon such termination.
- C. *Death of the Superintendent.*
- D. *Expiration of the Term of the Agreement.*

15. **Post-Offer and Annual Medical Examination.** This Agreement is contingent upon an outcome, satisfactory to the Board, of a comprehensive health examination of the Superintendent. The health examination shall be performed at the Board's expense, by a physician selected by the Superintendent. The Superintendent and the Board shall cooperate to complete the examination as soon as reasonable possible, and the Board shall advise the Superintendent in writing, within fourteen (14) days of its receipt of the results of the health examination, whether the outcome is satisfactory. If the outcome is satisfactory, this Agreement shall be deemed effective. If the outcome is not satisfactory, the Board's offer of employment shall be deemed withdrawn and the Agreement shall not become effective. In addition, the Superintendent shall submit to a comprehensive executive medical examination once each contract year. A report as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board President and placed in the Superintendent's personnel file or other confidential file as required by law. The Superintendent shall further submit to and furnish the Board with reports of such health examinations as the Board may from time to time require at its expense.

16. **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 first class, registered or certified mail, postage prepaid, addressed:

<p>If to the Board, to:</p> <p>President Board of Education Community Consolidated School District 47 300 Commerce Drive Crystal Lake, Illinois 60014</p>	<p>If to the Superintendent of Schools, to:</p> <p>Dr. Kathy Hinz Superintendent of Schools Community Consolidated School District 47 300 Commerce Drive Crystal Lake, Illinois 60014</p>
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17. **Tenure.** By accepting this Agreement, the Superintendent waives any rights to acquire tenure in the School District under Sections 24-11 through 24-16 of the Illinois School Code, as may be amended from time to time but she does not relinquish tenure rights already acquired.

18. **Miscellaneous.**

- A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there is any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- C. This Agreement 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.
- D. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Agreement shall remain in full force and effect.
- E. This Agreement contains all 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. No modification or amendment of this Agreement shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.

19. **Prior Agreements.** All prior employment agreements and/or addendums between the Board and the Superintendent are hereby terminated as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Employment Agreement to be executed on the day and year written below. If the dates differ, the latter date shall be considered the effective date of this Agreement.

**BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 47,
CRYSTAL LAKE, ILLINOIS,**

SUPERINTENDENT OF SCHOOLS,

By: _____
President

By: _____
Dr. Kathy Hinz

Attest:

By: _____
Secretary

Appendix A - Performance Goals/Expectations – Kathy Hinz

The following performance goals are broad and all encompassing:

District Goals:

- By 2017, District 47 will perform at or above the 90th percentile (top 10% nationally) at each grade level in reading and mathematics as measured by the spring Measures of Academic Progress (MAP).
- By 2017, District 47 will be the top performing school district in McHenry County as measured by State assessments.

Superintendent Goals:

PERFORMANCE GOALS/EXPECTATIONS

- Work to improve student achievement
 - a. The Superintendent with the Department of Student Learning shall ensure that all curriculum areas are aligned to the current standards (ILS, NGSS, etc.) and/or a timeline has been established to align the curriculum based on the release of updated standards.
 - b. The Superintendent with the Department of Student Learning shall develop and implement a cycle for curriculum review and adoption.
 - c. The Superintendent shall work with her administrative team to ensure proper monitoring and feedback of the Units of Study program in concert with improving student achievement.

Metric

- a. Local Assessment Data
- b. MAP Data
- c. Curriculum review cycle/timeline

- Target, mentor, and retain exceptional leaders
 - a. The Superintendent shall develop, implement and monitor a leadership program to mentor and grow the leadership capacity of current and future administrators.
 - b. The Superintendent along with the Asst. Supt. of Human Resources shall establish timelines and an interview process to secure the replacements for key positions in advance of planned vacancies to assure continuity of operations.

Metric

- a. Evidence of a performance evaluation process that is ongoing and demonstrates a focus on building leadership capacity through regular and frequent communication to the Board
- b. Create a survey to monitor staff perception of building leadership that provides the ability to give administration clear and constructive feedback to improve

- c. Create a survey to monitor parent perception of building leadership that provides the ability to give administration clear and constructive feedback to improve
- Increase stakeholder engagement in the District's performance
 - a. The Superintendent shall work with administrators to develop, monitor and update building/department goals that are aligned with District goals.
 - b. The Superintendent shall develop a plan to increase communication and obtain feedback from all stakeholders regarding climate and culture of the buildings/District as well as the performance of the District as a whole (i.e. curriculum, operations, etc.).

Metric

- a. Periodic board communication regarding monitoring/attainment of goals
- b. Create and implement staff and parent surveys to assess perception of various aspects of the District's performance and functioning
- Operate the District in a fiscally-responsible manner
 - a. The Superintendent shall work with the Asst. Supt. of Business and their administrative team to prepare and adhere to a balanced budget and maintain reserves in accordance with board policy

Metric

- a. Funds overview in monthly Board packet
- b. Conduct Board annual financial review
- c. Number of days of cash on hand in compliance with Board Policies 4:00 and 4:10