

EMPOWERING ALL STUDENTS

Learners Today - Leaders Tomorrow

August 21, 2018

Mr. Robert A. Borucki
7615 Loch Glen Drive
Lakewood, IL. 60014-305

Re: Freedom of Information Request

Dear Mr. Borucki:

On August 14, 2018, Crystal Lake School District No. 47 received a Freedom of Information Act ("FOIA") Request from you via email dated August 7, 2018, in which you requested the following and requested any files be sent through the US Postal Service:

This letter is written to obtain information pertaining to Superintendent Kathy J. Hinz's salary and benefits. Specifically, I want to receive the following for the 2017-18 school year: (1) gross salary; (2) cost of health benefits; (3) district contribution to the TRS pension system; (4) Dr. Hinz's contribution to the TRS pension system; (5) reimbursement for travel, if applicable; (6) expenses associated with use of district-owned car, if applicable, and any other expenses associated with her position as Superintendent. Please include the number of certified and non-certified staff employed by the school district and student enrollment for the 2018-19 year.

I also request the same itemized list of salary and benefits for the 2018-19 school year. Please make sure to itemize each cost paid by taxpayers and the sum total. Send your written response to the address that appears at the top of this letter.

Please find attached documents which address items 1, 2, 3, 4, 5, and 6. These documents respond to both the 2017-2018 and the 2018-19 school year. With regards to certified and non-certified staff and enrollment, the following is what the district has of right now.

- 2018/2019 certified staff – 698 (with positions still being filled).
- 2018/2018 non-certified staff – 447 (with positions still being filled).
- 2018/2019 enrollment – 7217 – (as recorded on 8/14/18) but changes daily until we complete all registrations.

The FOIA specifically provides that a public body is not obligated to prepare a public record for the purpose of responding to a FOIA request. 5 ILCS 140/1. The FOIA only requires that a public body provide existing non-exempt records in response to requests.

To the extent you consider this response a denial to your request; you have the right to have the denial reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a).

300 Commerce Dr. Crystal Lake, IL 60014 815.788.5000

www.d47.org  [D47schools](https://www.facebook.com/D47schools)  [crystallakesd47](https://twitter.com/crystallakesd47)

Recvd: 8/14/18
supnd 8/24/18

ROBERT A. BORUCKI, PH.D.
7615 LOCH GLEN DRIVE
LAKEWOOD, IL 60014-3305
815-455-7216

August 7, 2018

Cathy Nelson, Assistant Superintendent of
Business Services

District #47

This letter is written to obtain information pertaining to Superintendent Kathy J. Hinz's salary and benefits. Specifically, I want to receive the following for the 2017-18 school year: (1) gross salary; (2) cost of health benefits; (3) district contribution to the TRS pension system; (4) Dr. Hinz's contribution to the TRS pension system; (5) reimbursement for travel, if applicable; (6) expenses associated with use of district-owned car, if applicable, and any other expenses associated with her position as Superintendent. Please include the number of certified and non-certified staff employed by the school district and student enrollment for the 2018-19 year.

I also request the same itemized list of salary and benefits for the 2018-19 school year. Please make sure to itemize each cost paid by taxpayers and the sum total. Send your written response to the address that appears at the top of this letter.

I eagerly await your reply to the requests contained in this letter.

Respectfully,

RA Borucki, Ph.D.

Robert A. Borucki, Ph.D.

You can file your Request for Review with the PAC by writing to: Public Access Counselor, Office of the Attorney General, 500 South 2nd Street Springfield, Illinois 62706, Fax: 217-782-1396, E-mail: publicaccess@atg.state.il.us, Phone: 312-814-5526. If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days after the date of the denial letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original request for documents and the denial letter when filing a Request for Review with the PAC. You also have the right to seek judicial review of your denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

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

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> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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:

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.
 - d. Greater than 50% of students meet or exceed their annual growth target as determined by MAP results.

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. Survey to monitor staff perception of building leadership that provides the ability to give administration clear and constructive feedback to improve
 - c. Survey to monitor parent perception of building leadership that provides the ability to give administration clear and construction 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

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT

Dr. Kathy Hinz
(July 1, 2018 – June 30, 2023)

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, McHenry County, Illinois ("School District") pursuant to a motion approved at a meeting of the Board held on March 19, 2018. 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 all the performance and improvement goals contained in her current employment contract. In exchange for the mutual promises hereby given, 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 hired and retained as Superintendent of Schools of the School District under this multi-year performance based contract for the period commencing on July 1, 2018 through June 30, 2023. 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 and Ninety Thousand Dollars (\$190,000.00). 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 increased at the commencement of each contract year by the same percentage as the blended Consumer Price Index for All Urban Consumers ("CPI") as defined in the *Illinois Property Tax Extension Law*, except that the parties also agree that the minimum salary increase will be 1.9% and the maximum salary increase will be 2.75%. 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 discussed as part of the Superintendent's annual goal setting and must be considered and voted on by the Board of Education. 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 in Paragraph 3 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 Goals.* 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 (hereinafter referred to as the "Performance Goals") and that they are linked to student performance and academic improvement. The parties agree that the Superintendent's Performance Goals shall be the 'Measures and Indicators' that are aligned with the Strategic Plan adopted by the Board of Education on January 16, 2018 (attached as Appendix A). The parties specifically agree that the Superintendent's Performance Goals may be modified and/or revised at any time during the term of this Agreement, in writing, by mutual agreement of the parties.

 - B. *Periodic Review.* In addition to the annual evaluation required in subparagraph C of this Paragraph, the parties may meet periodically during the contract year to review and discuss the Superintendent's performance and effectiveness toward achieving the Performance 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.

 - C. *Annual 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, leadership behaviors, key functions, administration of personnel, 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 evaluation shall review the Superintendent's progress toward and achievement of the Performance Goals established pursuant to subparagraph A above. A written evaluation of the performance of the Superintendent shall be provided 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 three (3) 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-five (25) 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 (2½) 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 a period of six months after the 180 days' notice is given as severance. If the Superintendent subsequently obtains major medical insurance for herself and her eligible dependents during the six month severance period, she must immediately notify the Board President, at which time the District may terminate such coverage.
- E. *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.
- F. *Death of the Superintendent.*
- G. *Expiration of the Term of the Agreement.*

15. **Annual Medical Examination.** 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:

If to the Board:

President, Board of Education
Community Consolidated School District 47
300 Commerce Drive
Crystal Lake, Illinois 60014

If to the Superintendent of Schools:

Dr. Kathy Hinz
Address contained in personnel file

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 *School Code of Illinois* [105 ILCS 5/24-11 – 5/24-16], 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.

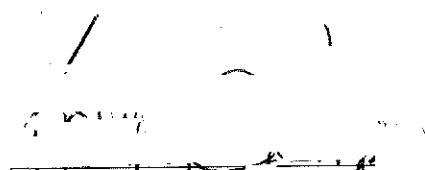
IN WITNESS WHEREOF, the parties have hereunto caused this Performance Based Superintendent's Contract to be executed on the day and year written below. If the dates differ, the latter date shall be considered the effective date of this Agreement.

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

SUPERINTENDENT OF SCHOOLS,

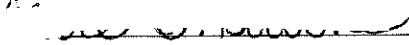
By: 

President

By: 

Dr. Kathy Hirz

Attest:

By: 

Secretary

Date: March 19, 2018

Date: March 19, 2018

APPENDIX A
Superintendent's Performance Based Goals

| Goal Area | Goal Statement | Draft Indicators/Measures |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Student Growth and Achievement | <i>Ensure maximum development, growth, and achievement for all students</i> | <ul style="list-style-type: none"> • Students meet or exceed state standards in reading and mathematics • Students read at grade level by the end of 3rd grade in monolingual classrooms and 5th grade in Dual Language classrooms • Students achieve annual growth targets in reading and mathematics • Students achieve learning standards/outcomes as defined by the District in all core curricular areas • Students make a successful transition to middle school • Achievement gaps close over time |
| Learning Environment | <i>Cultivate a supportive learning environment that is safe, inclusive, innovative, and engaging</i> | <ul style="list-style-type: none"> • Student attendance will remain at or above 95% for average daily attendance • Student satisfaction improves over time • Student engagement improves over time • Student behavior improves over time • Students complete five or more hours of community service beginning in 7th grade • Students participate in two or more extra-curricular activities beginning in 6th grade |
| Work Environment | <i>Cultivate a supportive, positive and productive work environment that attracts, develops, and retains high-quality staff</i> | <ul style="list-style-type: none"> • Leader and staff retention at or above the 90th percentile • Staff demonstrates continued learning • Staff satisfaction improves over time • Staff attendance improves over time • Leader Strategic Management Survey improves over time |
| Family and Community Partnerships | <i>Engage families and the community as vital partners in the learning process</i> | <ul style="list-style-type: none"> • Parent satisfaction survey results in the 90th percentile • Community satisfaction survey results in the 90th percentile |
| Resources Efficiencies | <i>Align resources within a balanced budget to accomplish priorities and ensure equity within the District</i> | <ul style="list-style-type: none"> • Maintain a state rating of financial recognition • Maintain a balanced budget (revenues exceed expenditures) • Provide safe, clean, and well-maintained facilities • Meet life-safety requirements for all facilities |

**CRYSTAL LAKE SCHOOL DISTRICT 47
INSURANCE BENEFIT PROFILE 2017
Administrator**

| | | |
|--------------------------------------------------|---------------------------------------------|-----------------------------------------------------|
| ADMINISTRATORS BOARD CONTRIBUTION | PPO2 - Board pays 100% premium | \$500.00 deposited to flex account - (once per yr) |
| | HDHP/HSA – Board pays 100% of premium | \$3,400.00 deposited to HSA account - (once per yr) |
| | Blue Advantage – Board pays 100% of premium | \$500.00 deposited to flex account - (once per yr) |

Blue Cross Blue Shield

PPO - \$1,000/\$2,000 Ded. 70/50 Co-insurance
HIGH DEDUCTIBLE PPO WITH HSA
HMO BLUE ADVANTAGE

| <u>Employee</u> | <u>Employee +1</u> | <u>Family</u> |
|-----------------|--------------------|---------------|
| \$ 665.56 | \$ 1,333.47 | \$ 2,133.75 |
| \$ 665.56 | \$ 1,393.29 | \$ 2,340.75 |
| \$488.19 | \$ 806.29 | \$ 1,263.83 |

VISION SERVICE PLAN

CORE
UPGRADED

| <u>Employee</u> | <u>Family</u> |
|-----------------------------|-----------------------------|
| \$.93 Exam Only | \$ 2.02 Exam Only |
| \$ 10.93 Exam/Frames/Lenses | \$ 23.36 Exam/Frames/Lenses |

MET-LIFE – Long Term Disability (required)

Premium is determined by your annual salary.
Divide salary by 100 x 0.151 divide by 12 for the monthly premium

\$10,000 BASIC LIFE (required)

Employee
\$ 1.30

SUPPLEMENTAL LIFE (optional)

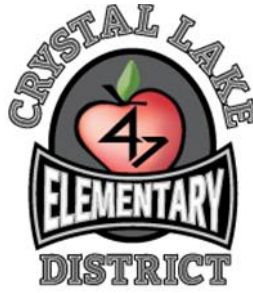
\$10,000 up to \$90,000 – may be purchased in \$10,000 increments per year.
Example – age 30-34 - \$10,000 divide by 1,000 x's \$0.036 = \$0.36 per month.

| <u>Age</u> | <u>Per \$1,000 of Coverage</u> |
|-----------------------------------------------------------------|--------------------------------|
| Under age 30 | \$0.027 |
| Age 30-34 | \$0.036 |
| Age 35-39 | \$0.054 |
| Age 40-44 | \$0.081 |
| Age 45-49 | \$0.135 |
| Age 50-54 | \$0.207 |
| Age 55-59 | \$0.387 |
| Age 60-64 | \$0.441 |
| Age 65-69 | \$0.684 |
| Age 70 and over | \$1.233 |
| AD&D Rate per \$1.000 of benefit \$0.018 (regardless of age) | |

DENTAL COVERAGE (optional)

****\$50 Deductible - \$1,000 Per Person – 2 Exams Yearly – Adult / Child
Orthodontics \$1,000 Lifetime Max (must be in plan for 1 yr.)***

| <u>Employee</u> | <u>Employee +1</u> | <u>Family</u> |
|-----------------|--------------------|---------------|
| \$ 27.89 | \$ 59.21 | \$108.87 |



2018 ADMINISTRATOR INSURANCE BENEFIT PROFILE

(All plan costs are listed on a pay period basis. For benefit purposes there are 24 pay periods.)

| | | |
|-------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|
| ADMINISTRATOR BOARD CONTRIBUTION | PPO – Board pays 100% of premium | \$500.00 deposited into Flex account once per year |
| | HDHP w/HSA – Board pays 100% of premium | \$3,450.00 deposited into HSA account once per year |
| | HMO Blue Advantage – Board Pays 100% of premium | \$500.00 deposited into Flex account once per year |

Medical Plans:

Blue Cross Blue Shield



| | EMPLOYEE | EMPLOYEE +1 | FAMILY |
|------------------------------------------------------------------------------------------------------------------------------|----------|-------------|------------|
| PPO \$1,000/\$2,000 Deductible 70/50 Coinsurance | \$332.78 | \$666.74 | \$1,066.88 |
| HIGH DEDUCTIBLE WITH HSA* \$1,500/\$3,000 Deductible 90/70 Coinsurance *\$1,000 annual deposit into your HSA | \$332.78 | \$696.65 | \$1,163.30 |
| HMO – BLUE ADVANTAGE \$0 Deductible 100/0 Coinsurance | \$244.10 | \$369.63 | \$598.40 |

Voluntary Plans:

Board pays 100% of premium for all elected voluntary plans

VSP & MetLife



| | EMPLOYEE | FAMILY |
|----------------------------------------------|----------|---------|
| CORE VISION Exam only | \$0.47 | \$1.03 |
| UPGRADED VISION Exam/Frames/Lenses | \$5.55 | \$11.86 |



| | EMPLOYEE | EMPLOYEE +1 | FAMILY |
|--------------------------------------------------------------------------------------------------------------------------|----------|-------------|---------|
| DENTAL \$50 Deductible \$1250 Benefit per person 2 Exams annually \$1000 Orthodontic lifetime maximum | \$15.01 | \$28.93 | \$50.66 |

Voluntary Plans:



| | AGE | Per \$1,000 of Coverage |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------------------|
| SUPPLEMENTAL LIFE \$10,000 to \$90,000 of coverage Must be elected in \$10,000 increments New participants must complete an EOI (Evidence of Insurability) Coverage not active until EOI approved and Underwritten by MetLife Premium calculation example: Age = 30-34 Election Amount = \$10,000 \$10,000 divided by 1,000 Result (10) multiplied by rate (\$0.036) Result \$0.36 premium per month, divide by 2 Equals \$0.18 premium per pay period | < 30 | \$0.027 |
| | 30-34 | \$0.036 |
| | 35-39 | \$0.054 |
| | 40-44 | \$0.081 |
| | 45-49 | \$0.135 |
| | 50-54 | \$0.207 |
| | 55-59 | \$0.387 |
| | 60-64 | \$0.441 |
| | 65-69 | \$0.684 |
| | 70+ | \$1.233 |

| | EMPLOYEE | EMPLOYEE + SPOUSE | EMPLOYEE + CHILDREN | FAMILY |
|----------------------------------------------------------------------|----------|-------------------|---------------------|---------|
| ACCIDENT* Please see plan document for more information | \$5.37 | \$11.01 | \$10.90 | \$13.67 |

| | AGE | EMPLOYEE | EMPLOYEE + SPOUSE | EMPLOYEE + CHILDREN | FAMILY |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------------|----------------------------|----------------------------|----------------------------|
| CRITICAL ILLNESS* \$10,000 or \$20,000 Plan offerings Premium calculation example: Age = 40-44 Election Amount = \$20,000 Family 20 x \$2.37 = \$47.40 Premium cost per month Divide by 2 = \$23.70 per pay period. | | Per \$1,000 of coverage | Per \$1,000 of coverage | Per \$1,000 of coverage | Per \$1,000 of coverage |
| | < 25 | \$0.34 | \$0.67 | \$0.63 | \$0.96 |
| | 25-29 | \$0.35 | \$0.75 | \$0.65 | \$1.04 |
| | 30-34 | \$0.47 | \$1.01 | \$0.76 | \$1.30 |
| | 35-39 | \$0.63 | \$1.41 | \$0.92 | \$1.70 |
| | 40-44 | \$0.92 | \$2.08 | \$1.21 | \$2.37 |
| | 45-49 | \$1.32 | \$3.07 | \$1.61 | \$3.36 |
| | 50-54 | \$1.84 | \$4.41 | \$2.13 | \$4.70 |
| | 55-59 | \$2.49 | \$6.21 | \$2.78 | \$6.50 |
| | 60-64 | \$3.53 | \$9.04 | \$3.82 | \$9.34 |
| | 65-69 | \$5.20 | \$13.46 | \$5.49 | \$13.75 |
| | 70+ | \$8.18 | \$20.22 | \$8.47 | \$20.51 |

Required Plans:



| | BENEFIT | EMPLOYEE COST |
|-------------------|----------|---------------------|
| BASIC LIFE | \$10,000 | \$0 / District paid |

| | BENEFIT | EMPLOYEE COST |
|-----------------------------|---------------------|---------------------|
| LONG TERM DISABILITY | Up to 66.67% of pay | \$0 / District paid |